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The Solicitors' Journal.

LONDON, MAY 10, 1873.

THE APPEALS FROM REVISING BARRISTERS to the Court of Common Pleas this year did not comprise many cases of importance, but among them were two cases relating to the question of what amounts to actual possession of a rent charge, which gave rise to long arguments and to the display of much ancient learning concerning the statute of uses. These were two cases of *Webster* v. *The Overseers of Ashton-under-Lyne*. The first of them, *Orme's case*, was heard on the 13th and 19th November last (reported 21 W. R. 171). The other has been heard from time to time and several times adjourned, and the arguments were only finally concluded and judgment given on May 2nd. The Reform Act of 1832, by section 26, requires that no person shall be registered in respect of his estate or interest in any lands or tenements as freeholder, unless he shall have been in actual possession thereof, or in the receipt of the rents and profits thereof for his own use, for six months previously to the last day of July. It is at once obvious, and it has been admitted in all the cases, that these words are not very applicable to an incorporeal hereditament, such as a rent charge, and the difficulty has been how to apply them. In *Murray* v. *Thorniley* (2 C. B. 217), it was held that actual possession meant actual manual receipt of the rent, or of some part of it or of something in lieu of it. This proceeded very much upon the necessity of such a payment, in order to enable the grantee of the rent charge to maintain an assize. In *Hayden* v. *Tiverton* (4 C. B. 1), this case was followed and extended to the case of an assignee of an old rent charge. In both these cases the rent charge had been created by deeds operating at Common Law, and not under the Statute of Uses. In *Heelis* v. *Blain* (13 W. R. 262, 18 C. B. N. S. 90), it was held that where the deed creating the rent charge operated under the Statute of Uses, actual possession was given by the deed. This case was argued by Mr. Joshua Williams for the grantee of the rent charge, and the decision seems to have been based very much by the Court upon the deference they felt bound to pay to the opinions of conveyancers. In the second case of the present year, *Heelis* v. *Blain* has been questioned, and the Court have intimated strongly that if the question arose now for the first time, they would decide otherwise. There can be little doubt that the present opinion of the Court is the preferable one, and that in the former case the Court were led away by the learning displayed from the practical point involved. The real question is not so much what is the meaning of possession in the Statute of Uses, as of possession in the Reform Act. When it is seen that the word is used as an alternative to "the receipt of rents and profits," it seems that what is meant is rather occupation than legal seisin. The branch of the clause applicable to a rent charge is rather receipt of profits than actual possession, inasmuch as the rent charge is not capable of actual possession in the sense in which those words appear to be used in the Reform Act. The Court, however, held that they ought to follow their former decision. That this result will be rather troublesome to Revising Barristers, by raising intricate conveyancing questions, which can scarcely be decided without a reference to many authorities, is shown by the other case (*Orme's case*) of the present year. There the grant was to three persons to the use of the same three persons, and it was held that this was a conveyance operating at Common Law and not under the statute, and that therefore the case came within *Murray* v. *Thorniley* and not within *Heelis* v. *Blain*.

There is another point suggested by the cases which it is of considerable practical importance for agents practising in revision courts and for Revising Barristers to notice, and that is this—that in all cases of a claim to vote for a rent charge which does not clearly appear to be created under the Statute of Uses, it will be necessary to prove some payment of the rent charge prior to the 31st of January. This will be the case although the rent charge may be an old one, as the deed itself can only prove the right to payment and not the actual payment which is held to be essential. Where the grant operates under the statute it will be sufficient that the deed was executed before the 31st of January.

A TESTATOR sometimes appoints his wife to be his executrix during her widowhood. On the death of such an executrix without having married again, does her executor represent the testator? This question, hitherto, it seems, untouched by judicial authority, has just been decided in the affirmative by the Vice-Chancellor of the Lancaster Chancery Court, in the suit of *Moyers* v. *Longton*. We have been favoured with a report of the case, from which it appears that the suit was instituted in chambers for the administration of the estate of Edward Hodson, who, by his will after giving all his personal estate to his wife for life, or so long as she should remain his widow, with remainder to his children, appointed his wife "but during her widowhood only" and James Hodson executrix and executor of his will. Both the widow and James Hodson proved the will. The widow survived her co-executor, and died without having been married again, and having appointed the defendant to be her executor. Some of the children took out an administration summons against the defendant, but the Registrar of the Lancaster Court declined to make the order in chambers, and the point was referred to the Vice-Chancellor. The counsel for the plaintiffs contended that the will and the grant, which followed the will, ought to be construed as a general appointment with a proviso for cesser in case of a second marriage. The defendant, by his counsel, consented to a decree being made against him, and said that the estate had been realised and was ready or nearly ready for distribution. The Vice-Chancellor, who had been furnished with a note from the Registry of the Probate Court, from which it appeared that it was the practice of the Registry not to make grants *de bonis non* in such cases, as it was considered in the office that the executorship was transmissible, said that he had great doubt whether the construction of the will put forward was correct, but that under the circumstances he would make a decree.

This, though perhaps the first time that the point has been judicially decided, yet is not the first time the question has been discussed. In fact, it appears, at least on one occasion, to have greatly disturbed the tranquillity of Doctors' Commons. For we are told in Dodd and Brooks's Practice of the Probate Court, p. 321, that when it was mooted in a recent case (*Collett, deceased*, Dean & Sw. 274) it "gave rise to much discussion and excited great interest among the practitioners in Doctors' Commons." Unfortunately, the judge in that case was of opinion that other persons named in the will were executors according to the tenor, and the point was not adverted to in the judgment. The case of *Bond* v. *Faikney* (2 Lee. 371) is apparently the only case text writers or advocates can cite on the point. It has been adduced to prove both views, but has nothing to do with either. At page 334 of Dodd and Brooks's Practice will be found two opinions

by distinguished equity counsel, one of whom strongly upholds the transmissibility of an executorship during widowhood, while the other expresses an equally strong opinion against it.

The question is one which it would be very satisfactory to have the highest judicial authority upon. On the one side it may be said that if, as is certainly the case, an executorship for life cannot be transmitted, an executorship during widowhood ought *à fortiori* to be incapable of transmission. On the other side it may be contended, that when a man is appointed an executor for his life, the last words are meaningless unless the ordinary executorship is cut down to a non-transmissible one; while in the case of an executorship during widowhood the true meaning is that the widow shall be full executrix, but shall cease to be so if she shall ever come under the control of a second husband. When the Doctors (and others) so widely differ, we do not venture to give any opinion of our own.

A NEW POINT of some interest under the Married Women's Property Act, 1870, was recently raised in *Fraser* v. *The Carnatic Railway Company*. The application was to the Court of Queen's Bench for a *mandamus* to compel the company to register a married woman as entitled to certain stock to her separate use. The section of the Act under which the registration is to be made (section 4), is so plain that, except upon the consideration of the consequences which might result to the company from the registration, it was difficult to find an argument to oppose the rule. Upon application to the directors by any married woman, or any woman about to be married, that any shares, &c., to the holding of which no liability is attached, and to which she is entitled, may be registered to her separate use, "it shall be the duty of such directors or managers to register such shares or stock accordingly, and the same upon being so registered shall be deemed to be the separate property of such woman, and shall be transferred . . . as if she were an unmarried woman." The argument for the company urged that it was a hardship to compel them to ascertain a married woman's title and register it, thus creating as against the company an estoppel from subsequently disputing it. But if this contention be examined it will be found to be an argument against throwing upon the company the responsibility of registering in any case. To the case of any ordinary shareholder there is, in the case of a married woman, superadded only the possible question of a dispute as between husband and wife. For the determination of any such dispute provision is made by the 9th section of the Act, and it may be a question whether the words of the statute are not sufficient to protect the company from any consequences that might arise from a registration to separate use which should turn out to have been improperly made. If, for instance, a transfer by the married woman has been made and registered, we conceive that it would be impossible to contend that the transfer could be set aside, or the company rendered liable for the shares or stock. After registration the company is entitled and compelled to accept transfers by the woman as if she were an unmarried woman; the title of the transferee would, we conceive, be good; and the question would be purely one between husband and wife to be determined under the 9th section of the Act. An argument from the 30th section of the Companies Act, 1862, which prohibits the entry of trusts on the register, was ingenious, but seemingly based on a misconception of the scope and object of that section. If the company have on the register a married woman entitled to her separate use, they have that which the 30th section is intended to give them, namely, an owner clothed with the legal estate to whom the creditors may look personally for calls.

A QUESTION OF CONSIDERABLE IMPORTANCE with regard to the rights of execution creditors of traders was decided by the Lords Justices yesterday, on an appeal from a decision of the Chief Judge in Bankruptcy. Among the acts defined as "acts of bankruptcy" by section 6 of the Bankruptcy Act, 1869, are (sub-sec. 2) a fraudulent transfer by a debtor of his property, or any part thereof, and (sub-sect. 5), in the case of a trader, that execution on any legal process for not less than £50 "has been levied by seizure and sale of his goods." An execution for a debt above £50 was issued by a judgment creditor named Pearson, against his debtor, a contractor named Mortimer, and on the 8th August the sheriff seized six horses belonging to the debtor. On the 10th August another execution was put in by another creditor, named Jones, and the affairs of the debtor became hopeless. On the 12th August, the sheriff not having sold under Pearson's execution, an agreement was entered into between Mortimer and Pearson for the sale of the six horses to Pearson at a price just sufficient to cover the debt and the sheriff's charges, and the sheriff was ordered to withdraw. At the same time an agreement was made that Mortimer should hire the horses, and continue to use them in his business. On the 15th August Mortimer filed a liquidation petition, and the creditors afterwards resolved on a liquidation. The Chief Judge, affirming the decision of the County Court Judge at Greenwich, held that the trustee under the liquidation was entitled to the horses as against Pearson. This decision was affirmed by the Lords Justices, though there was a material difference in the reasons given by their Lordships. Lord Justice James was of opinion that there had been a seizure and sale within the meaning of the Act. He thought the Act ought to be construed like the statutes of Elizabeth against voluntary conveyances so as to repress the mischief and advance the remedy. He also thought that this transaction amounted to a fraudulent preference, and that it was a fraudulent transfer of property and an act of bankruptcy within sec. 6. sub-sec. 2. Lord Justice Mellish thought that the words "seizure and sale" in sub-sec. 5 were used in their technical sense of seizure and sale by the sheriff, and that they did not extend to a seizure by the sheriff, and a subsequent sale of the goods seized by the debtor. But he thought that there had been a fraudulent transfer of a part of the debtor's property, for both Pearson and Mortimer knew that the latter was insolvent, and that if the horses were sold by the sheriff Pearson would lose the benefit of his execution, and they agreed together to do the precise thing, which, if it had been done by the sheriff, would have defeated the execution. Such a sale might not necessarily be an act of bankruptcy if the debtor were really solvent; but when he was insolvent, and the sale was made for the express purpose of evading sub-sec. 5, he thought that it amounted to a fraudulent transfer of property and an act of bankruptcy under sub-sec. 2.

WE RECENTLY DREW ATTENTION (*ante* p. 439) to the persistency of the efforts which have recently been made to extend the jurisdiction exercised by the Lord Mayor's Court. In a case of *Lowe* v. *The Rochester, Nunda and Pennsylvania Railway Co.*, in which the Common Pleas, on Thursday last, made absolute a rule for a prohibition, on the ground that the whole cause of action did not arise within the jurisdiction of the Mayor's Court, Bovill, C.J., remarked that "the Lord Mayor's Court, through those practising there, was assuming a jurisdiction and attaching people's money without the shadow of a pretence. These attempts to assume jurisdiction were resumed at intervals, and it must be clearly understood that those who made such experiments would have to bear the costs."

A Pittsburg jury is stated to have sent in a communication addressed to "the onorable jug."

The report that a large number of Equity Barristers are about to present the Lord Chancellor with a full-length portrait of himself, holding the Judicature Bill in his right hand, seems to require corroboration.—*Punch*.

FUSION.

We publish in another column an important letter from a distinguished member of the Equity Bar, and one of those who signed the protest of the Queen's Counsel, upon which we commented last week. Mr. Miller finds fault with the reasoning which we then offered, upon one or two points of considerable importance, as to which we shall speak hereafter. But, mainly, he objects that we have misapprehended the meaning and object of the Equity Bar in the memorials addressed by them to the Lord Chancellor, or at any rate the meaning and object of the Queen's Counsels' letter. Mr. Miller says that the object of that letter, and he rather seems to think that of the letter of the Junior Bar too, was simply to suggest, or, perhaps, it would be fairer to say that the end which those who signed it desired to effect was mainly this:—that instead of forming the Equity Judges into a separate Division of the High Court of Justice, they should be distributed among the other Divisions.

We have no hesitation in saying that we never detected any such meaning as this in either of the Memorials of the Equity Bar; and, therefore, if that was the meaning intended to be conveyed by the mass of those who signed, our misapprehension was complete. But though we now know, on the best possible authority, the views of one of those who signed the Queen's Counsels' remonstrance, we still venture to think that these were not the views of his co-signatories, or of those who signed the other Memorial; nay, we are inclined to think that Mr. Miller's scheme would be scouted even more vehemently by the Equity Bar than the Lord Chancellor's has been. We think that Mr. Miller's view is not the view of the Equity Bar in general, first, because assuredly no such view is expressed in either the one Memorial or the other. And, as far as we can judge, neither the Lord Chancellor, to whom those Memorials were addressed, nor any of the learned Law Lords who referred to them in the House of Lords, seems to have had a suspicion of any such meaning as Mr. Miller's. Further, both the one letter and the other appear to be quite inconsistent with any such view; and the objections urged in them would apply as strongly to Mr. Miller's scheme as to that of the Bill before Parliament. Thus the Queen's Counsel say:—"For the Court of Chancery there is substituted a Division, consisting of five Judges. From this Division the Lord Chancellor will be entirely separated." The Junior Bar say:—"Equity Jurisprudence has been maintained up to the present time solely by the paramount authority of the Court of Chancery, the life and essence of which has been derived from its association with the Lord Chancellor. The Bill proposes to sever this association and destroy this authority." And certainly Lord Cairns seemed to think that he was following the wishes of the Equity Bar when he carried his amendment maintaining the connection of the Lord Chancellor with the Chancery Division. Yet we are now told that the real wish of the Memorialists was to abolish the Court of Chancery altogether as a separate Division and distribute its members among the other Divisions. But the next ground of complaint is thus expressed by the Queen's Counsel:—"In the other Divisions there is no Equity Judge. By the Bill, as now framed, the administration of a system of Law in which Equity is to predominate, and the power of settling the mode of procedure, is committed to a body of Judges, three-fourths of whom are Common Law Judges, and to an Appeal Court in which no provision is made for a due proportion of Judges trained in the doctrines and practice of Equity." Now, how is this disproportion to be lessened by distributing the Equity Judges amongst all the Divisions instead of grouping them into one? We cannot, in short, resist the conclusion that the mass of the Equity Bar do not agree with Mr. Miller.

Another writer, however, has also offered an explanation of the views of the Equity Bar; and it is singular enough that this view is both inconsistent with the Memorials themselves read according to the plain meaning of their words and read as their friendliest critic, Lord Cairns, certainly read them; and utterly inconsistent with Mr. Miller's. An article appeared in the *Saturday Review*, of last week, in which the writer, who writes throughout rather as if he spoke with authority than as a mere critic, expounds the matter thus:—

"Let there be no misconception of the obvious meaning of the protests of the Equity Bar." "Lord Hatherley considered it impossible to read those protests as expressing anything but a desire that the existing severance of the Courts of Law and Equity should be perpetuated. We confess we consider it impossible on the face of them to read them in any such sense. What they do insist upon is simply that Equity ought to be administered by Judges who know Equity, or at least by Courts leavened with an adequate proportion of such Judges. They refer to the paramount authority hitherto enjoyed by the Court of Chancery, not for the purpose of insisting that it should be continued, but for the sake of pointing out that when that safeguard of Equity is destroyed, another safeguard should be supplied by adding Equity Judges to every Court which is to exercise equitable jurisdiction." "The plain and obvious purpose of the letters of the Bar is to strengthen the hands of the Lord Chancellor, and to make him launch his scheme in the shape which, if unfettered by existing arrangements and personal considerations, he would himself have given it—that is, with a due provision for the administration of every branch of the law by Judges who have already learned it." "We believe we correctly state the desire of that rapidly growing section of the lay public who have begun to take an interest in this subject, and notably of the great commercial class who know what the principles of Equity have done for them, and from what they have saved them, when we say that they would utterly ridicule the idea that the new edifice of justice should be constructed out of its due proportions because the country happens to have in stock four times as many Judges of one sort as of another. The finest site in London is deformed by a building which the unlucky architect was compelled to spoil in order to work in a dozen handsome but unsuitable columns which had been picked out of the ruins of another building which had just been destroyed. From that day to this the name of poor Wilkins has been a byword in art, and the economy of the miserable contrivance is exemplified by the fact that the building stands condemned, and has to be replaced at fifty times the cost of the original saving. Are not these things an allegory? Will not the Lord Chancellor be warned in time that the people of England are really not so poor or so sordid as to consent that a grand project for the reconstruction of the law shall be made less than perfect for the sake of working in a superabundant stock of old pillars of the law for whom appropriate places cannot be found in the projected edifice? Parsimony of this kind is not the bent either of the people or of Parliament, and it would be lamentable indeed if a man like the Lord Chancellor were compelled to build under conditions like those which proved fatal to poor Wilkins in the lower field of mere material architecture."

The meaning of all this, as of the protests, may be very obvious, though a little less free use of metaphor would have made it more so. To us it seems to be either a piece of the idlest claptrap, or else to mean this, that the writer, and we presume he thinks the Equity Bar, wish a large number of the Common Law Judges to be sent about their business, and their places supplied by Equity men.

Where such commentators differ as to the construction of the memorials, and both of them from the text—for the *Saturday Review* leaves the protest against the divorce of the Chancellor from his Court, as unintelligible as Mr. Miller does—outsiders will be inclined to draw one very clear inference, namely, that while the Equity Bar unanimously admit Fusion to be in the abstract a desirable thing; and while they are unanimous in disliking the Chancellor's method of effecting a Fusion; they are by no means at one as to the reasons for that dislike, and are very far from being agreed in supporting any alternative scheme. In one thing, and one only, they seem to be entirely

agreed, and that is in their objection to entrusting the administration of Equitable rules, to any considerable extent, to Common Law Judges, a dislike so strong that rather than do so they would abandon the thought of fusion altogether. And as we think that Fusion neither is now nor is ever likely to be obtainable at any other price, therefore we said that the Equity Bar have taken up a position of resistance to Fusion upon the only terms on which it can be purchased.

It is upon this point that both Mr. Miller and the *Saturday Review* really differ from us—for, after all, it is a small matter who is in the right as to the meaning of the protests of the Bar.

The *Saturday Review* differs from us. The writer says in substance that it is not worth paying the price we speak of; but that fusion may be had on other terms. He proposes—at least, this is the only meaning we can put upon his vague and allegorical language—that we should dismiss a large number of the existing Judges, men of experience and tried judicial capacity, familiar with far the larger part of the whole body of our law, and accustomed to the investigation of facts, in order to supply their place by men without their experience, who, whatever their theoretical knowledge, have practically had to do with a far smaller part of the whole field of law and who, both in principle and in practice, would have, quite as much to learn under a new system as their supposed rivals. Any such scheme as this only needs to be stated in plain language to be at once dismissed.

Mr. Miller also differs from us. He thinks the dangers attendant upon the process of fusion may be avoided by distributing the existing Equity Judges, together with the extra Judge added the other night by Lord Cairns' amendment, among the several Divisions of the High Court instead of grouping them together in a Division of their own, so that Common Law and Equity knowledge and experience may be represented in every Court.

This is a scheme peculiarly attractive in theory, and one which must probably have presented itself to the mind of every man who has thought seriously upon the subject of fusion. But it seems to us clear that, practically, it would leave the dangers involved in the Chancellor's scheme untouched, or, at best, would tend to mitigate them in only the slightest possible degree; while it would be attended with additional evils of the most formidable kind.

But, before giving our reasons for thus thinking, we wish to point out what seem to us the real points of agreement and of difference between ourselves and our correspondent. In his objection to the needless use of metaphors, we are quite at one with him. We are sorry that the gentleman who writes in the *Saturday Review* is so entirely of a different persuasion. In his statement of what is to be desired, when we speak of fusion, we fully concur; it is substantially the same we have ourselves given. Mr. Miller excepts to an expression we used while opposing, not his scheme, but the very different one of "substituting Equity lawyers wholesale for the present Common Law Judges." We said that this could not be done, among other reasons, because "the greater part of every Judge's work is the trial of causes at Nisi Prius." Mr. Miller says that "the business even now conducted before the Judges in the Court of Chancery considerably exceeds, not merely in amount of property involved, but in the quantity of work to be done—all the *nisi prius* work of the country." In one sense this may be true, but it is so only because from the nature of the work, administrative and otherwise, to be done, and from the practice of the Court as to evidence, and in other respects, a very small part of the work of the Court is done by, or in the presence of the Judge. By the expression "Judge's work," we mean that which actually occupies the time of the Judge himself; and in this sense we believe that, apart from the administrative, and some other branches of the business now done by the Court of Chancery, by far the greater part of the Judge's work to be done under the new system will be the trial of questions of fact by oral evidence in open Court, in causes civil and criminal, either with a jury, or with assessors, or by the Judge alone. (We may add parenthetically that we do not anticipate the practical extinction of trial by jury.) This seems to us a conclusive reason for not cashiering our Common Law Judges to replace them by Equity men; and this was the matter with respect to which we used the words objected to. As to the point made upon our saying that the present condition of things is not "Accidental or temporary—whether you attempt fusion to-day, or ten or twenty years' hence, it will be exactly the same"—the meaning of our words seems to us clear, namely, that whenever you attempt the desired fusion, the conditions of the problem will be the same, and this Mr. Miller admits.

But we are the less concerned to discuss these points with him because our purpose was to show that the system of fusion inevitably must, and safely might, be worked with substantially the existing staff of Judges. And in this we are agreed.

Upon another point we seem to be substantially at one, namely, that the difficulty to be met is a temporary one; that in a few years the great body of judges and lawyers will be men trained in a knowledge of both the bodies of Law, which we now call Common Law and Equity; and that what we are concerned with is the best way of keeping things straight during the interval.

Moreover, though we utterly dissent from the notion conveyed by Mr. Miller's metaphor of the fusion of gold and silver, that Common Law and Equity are two systems—one better and more valuable than the other—though we think that any loss of the clearness and great simplicity of Common Law, during the period of transition, would be quite as great a disaster as a loss of any of the elasticity of Equity; still, as Common Law is, under the circumstances, in no practical danger, we agree that the main thing that has to be looked to is the safety of Equity during the transition period.

The practical difference between our view and Mr. Miller's is thus reduced to a very narrow point. Is it better in the interests of Equity that the five Judges of first instance, trained in the Equity Courts, should be distributed among all the Divisions of the High Court, or should form a separate division of their own? Mr. Miller takes the former view, we take the latter.

Let us consider, then, what would be the practical effect of distributing the Equity Judges among the various Divisions of the High Court. If this plan were adopted, the Judges of those Divisions would have not only to discharge the duties imposed upon the Common Law Divisions, as we may call them, by the Bill but also to do the whole of the work of the Court of Chancery. Now, we have already given our reasons for thinking that certain duties could not, with advantage, be entrusted to Equity Judges. And it is exactly the same when we come to look at the other side of the question. Equity lawyers can learn Common Law, and common lawyers can learn Equity, but practice, procedure, detail are a very different matter. It is impossible to suppose that Common Law Judges could manage the administrative business of the Court of Chancery, or work out a complicated suit with anything like the efficiency of Equity Judges. A natural division of labour would therefore take place. The Equity Judge or Judges of each Division would undertake a department of work probably corresponding pretty closely to that reserved by the bill to the Chancery Division. And as it can hardly be supposed that five Judges will be at all too many for the whole of the work of this kind to be got through, the rest of the work of the Court must be left to the other members of it. And thus, any such suggestion as Mr. Miller's that the Equity members of the Court should always be present at a sitting in Banco becomes impossible, and the separation of the Equity Judges from their Common Law brethren would be practically the same as under the Bill.

But even if the Equity Judge could sometimes find time from his special duties to sit in Banco with his brethren, which could, we think, very rarely happen, we must, then, look plainly at an aspect of the case which is too practically important to be overlooked. We greatly doubt whether most of the Equity Judges, wholly unused as they are to sit with others or to discuss questions upon the Bench, if called upon to sit one at a time with two or more Common Law Judges, would exercise anything like the influence over the deliberations of the Court that we should desire. The scheme, in short, seems to us to reduce to a minimum the authority and influence of the Equity Judges.

On the other hand, in a separate division, the Equity Judges will retain the *prestige* which belongs to a Court. They will represent not only single voices among a number of judges, but will decide questions of Equity with unfettered freedom. And thus their decisions will, as precedents, have overwhelming weight with other Courts and Judges. In this way the power of the Equity Judges will, in our judgment, be used to much greater effect than by scattering them through the various Divisions amongst the Common Law Judges.

There is one other consideration which we cannot but point out. In our judgment the function of the bar is scarcely less important than that of the bench in maintaining and developing sound law. And in a period of transition it is of the utmost moment, upon public grounds, that the learning and ability of both branches of the bar should be fully utilised. But if we were to break up the Courts in which the Equity Bar have hitherto practised, and distribute their Judges among other Courts where another bar is already in occupation of the field, the position of the Equity Bar might be at least disturbed for the moment, if not permanently endangered. In other words (for it is only upon public grounds that this, as part of the question, can with propriety be considered), there would be a serious risk that at the most critical moment, when the influence of the Equity Bar was most urgently needed, that influence might be at its weakest.

In the interests of Equity, therefore, we cannot approve of the scheme proposed as a substitute for the Lord Chancellor's.

THE PERILS OF EQUITABLE MORTGAGEES.

II.

In our former article on this subject (*suprâ* p. 477), we directed attention to the recent case of *Dixon* v. *Muckleston* (21 W. R. 178, L. R. 8 Ch. 155): and promised to return to its consideration at a subsequent period. It will be remembered that the plaintiffs in that case were bankers, who, in the year 1868, took an equitable mortgage by deposit of deeds, which, on being examined by their solicitor, showed a good title to a farm called Pen-y-Bank from the year 1787. The only missing link in this 81 years' chain was a deed executed on the marriage of the depositor's aunt in 1814, whereby one-fourth of the farm was conveyed to her husband, who, by deeds, dated in 1822, and included in the deeds deposited with the plaintiffs, conveyed the same one-fourth to the depositor's father. On the bankruptcy of the depositor in 1869, the plaintiffs first became aware that he had had pecuniary dealings with his aunt, then deceased, and that her representative claimed to be a prior equitable mortgagee of the farm. Apparently all that came to light in the suit about this claim was that the aunt, and afterwards her representative, held the deed of 1814 (being the aunt's own marriage settlement), and also two very venerable deeds of lease and release relating to the farm, and dated in May, 1774, and further, that in 1864 the depositor, in a letter to his aunt, said, "I gave you the title-deeds of Pen-y-Bank Farm on your £400 as a double security. . . . The deeds now in your possession are of more value than all the money I have now from you." Under these circumstances the Lord Chancellor, affirming the decision of the Master of the Rolls (20 W. R. 619), postponed the plaintiffs to the aunt.

No doubt, as between a depositor and his depositee, the cases which have been decided in bankruptcy and in Chancery, fully establish that the deposit of part of the title deeds relating to an estate may create a valid equitable mortgage. Nay, if the deeds deposited did not actually relate to the property at all, but were stated by the depositor to do so, such a statement would, as between the depositor and depositee, create, if not a valid equitable mortgage, yet at all events an indisputable right to call upon the depositor to make his representation good. Very different considerations, however, seem to us to arise when the holder of some ancient or mis-described deeds is challenged by a person who, in entire ignorance of any other claim, has subsequently advanced money on the deposit of deeds, showing say a sixty years' title down to the date of the deposit. The very fact that the first depositee advances money in the belief that a deposit of the deeds will give him a security on the land, shows him to be aware of the practice of creating such a security, and so brings home to him personally the knowledge that, if he does not get all the deeds, or at any rate the material deeds, the result of his negligence may be that some one else may lend money on the outstanding deeds. We do not hesitate, therefore, to say that, on principles of common fairness and common sense, where a person taking a security of this kind is afterwards challenged by the *bonâ fide* holder of the deeds which really show a good title to the property, such a presumption of negligence ought to be made against him that he should be called on to prove that when he advanced his money he took proper precautions to satisfy himself that the deeds deposited with him were really the material title deeds of the property.

That this view, which would surely have been fatal to the aunt's claim in *Dixon* v. *Muckleston*, would have been taken by the present Lord Chancellor if he had not considered himself hampered and fettered by authority is pretty clear from some of his observations in that case. "I really," said he, "do not feel myself bound to say how I should have looked at such a case as the present, if it were free from and unaffected by authority. . . . It may certainly be said, with great truth, that a man taking an equitable security with a deposit of deeds ought to look into the deeds, ought to make some examination of them, and ought to satisfy himself that they are not such as to leave in the hands of the person with whom he is dealing the power of going afterwards to somebody else, and dealing with him in like manner under the appearance of a perfect title." His Lordship then continued: "But here I am bound by the series of authorities which have decided—for I take it to be clear that they have gone to this length—that when the Court is satisfied of the good faith of the person who has got a prior equitable charge, and is satisfied that there has been a positive statement, honestly believed, that he has got the necessary deeds, then he is not bound to examine the deeds, and is not bound by constructive notice of their actual contents, or of any deficiencies which by examination he might have discovered in them. This, I take to be the law, even in cases where the depositor of the deeds is himself acting in the double character of borrower of the depositee's money and of solicitor for the depositee. In the cases which have been mentioned of *Hunt* v. *Elmes* (9 W. R. 362, 2 De G. F. & J. 578), and *Hewitt* v. *Loosemore* (9 Hare 449), and I think in some others also, the facts were of that character. In *Hunt* v. *Elmes* and *Colyer* v. *Finch* (5 W. R. Ch. Dig. 56, 5 H. L. C. 905), the deeds had never been looked at," &c.

Now the first observation that occurs to us on this is that not one of the three cases cited by the Lord Chancellor was, for the purpose of the present question, the case of an equitable mortgage at all; inasmuch as in each of those cases the person whose interest was sought to be taken from him had the legal estate. In *Colyer* v. *Finch* the respondent Finch lent money to Sir J. K. Shaw on a legal mortgage. The mortgagor's solicitor, a person of reputation, acted for both parties in the transaction, and when he handed over the mortgage deed to Finch

he gave him a packet of deeds which he told him made his security perfect. These deeds in fact showed a title only to a moiety of the estate, and the deeds completing the title were subsequently given to a purchaser of the mortgaged property without notice of the mortgage. The Lords were of opinion that the legal mortgagee ought not be postponed to the purchaser on the ground of negligence. In the other cases of *Hewitt* v. *Loosemore*, and *Hunt* v. *Elmes*, the person whose legal title was impugned had dealt with his own trusted solicitor, and taken in the former case his reasonable excuse for not handing over the deeds, and in the latter his representation in writing that the deeds were in a packet delivered at the time of the mortgage. In the latter case Lord Justice Turner made the following observations:—"The plaintiff cannot, I think, be charged with gross and wilful negligence for not having inquired as to the title deeds (which was the negligence pointed at in *Hewitt* v. *Loosemore*), unless he is chargeable for having trusted in the representations of his own solicitor. I am of opinion that we should be going far beyond what could be justified, either upon principle or authority, if we were to charge the plaintiff with gross and wilful negligence upon that ground. Clients in the ordinary course of business trust their solicitors, and negligence cannot be imputed when the ordinary course of business has been observed. If, indeed, we were to charge the plaintiff on this ground the effect would be, that in every case where a mortgage was taken by a client from his solicitor, the safety of the client would require that a separate solicitor should be employed on his behalf."

Without wishing to lay too great stress on these observations, we must say that they seem to us to put the matter in a clear, common-sense light; and to furnish some considerations for not withholding approval from such cases as *Roberts* v. *Croft* (5 W. R. 773, 24 Beav. 223; on app. 6 W. R. 144, 2 De G. & J. 1), and other cases of equitable mortgages properly so called. Of course it would be absurd to lay down a rule that all a man need do to protect himself, on taking an equitable mortgage by deposit, is to procure a statement by a solicitor, whether such solicitor be himself the borrower or acting for both parties, that the documents deposited are the deeds of the property. But in weighing degrees of negligence, it does seem to us, that, considering how absolutely universal is the knowledge that all legal matters, and especially all matters relating to the title of real estate, are of a most intricate and difficult character, there is a vital difference between the case of a person taking a statement on such matters from a solicitor on whose good faith he is entitled to rely, and the case of a lender ignorant of law dealing with a borrower equally ignorant. We cannot call to mind any case approaching *Dixon* v. *Muckleston*, either in this respect, or in the antiquated nature of the deeds deposited; and we must confess that on the reported facts the aunt seems to us to have acted with a negligence which it would be impossible to exaggerate. There is some reason to believe that no very long time will elapse before, in most cases, it will be impossible for owners of land to commit such a fraud as that committed by the depositor in this case; and we may add that, assuming, as we are bound to do, that the decision was only the natural and proper out-come of the principles to be deduced from the former cases on the point, the Lord Chancellor has armed himself with a very strong additional argument for some action by the Legislature with respect to dealings with land. In the meantime it cannot be too strongly impressed on the profession and the public that an equitable mortgage by deposit depends for its validity mainly on the truth and honour of the mortgagor, and that a box, found on examination to contain every deed relating to the property that has been executed for sixty years, may find a formidable rival in an unexamined and unopened parcel containing an ancient document which no one would think of asking for on the occasion of making an abstract of the title of the property.

GENERAL CORRESPONDENCE.

Fusion.

Sir,—It is in no spirit of hostility that I venture to crave your indulgence for a few remarks upon your recent articles under this heading. On the contrary, I concur heartily in a great portion of those articles, and thoroughly in the general spirit of your valuable notices of the subject. You appear to me, however, to have fallen into a grave misunderstanding of the scope and object of the letters of the Equity Bar to which reference is made in the latter article; and this emboldens me, as a signatary of one of those letters, to ask liberty for a few lines of explanation. This explanation would not, however, be intelligible without a short previous reference to the general question, in order to clear up one or two (may I be permitted to say) misapprehensions into which you seem to have fallen in certain minor matters.

It is, I think, a very great mistake to suppose that under the new system—if it is to be of any value—"the greater part of every Judge's work" will be, as it unquestionably now is at Common Law, "the trial of causes at Nisi Prius." On the contrary, the business even now conducted before the Judges in the Court of Chancery considerably exceeds,—not merely in amount of property involved, but in the quantity of work to be done—all the Nisi Prius work of the country, and under an improved system it is to be confidently expected that the use of juries in civil cases will, at no distant period, be as rare in the High Court of Justice as it is now in the County Courts. "The greater part of every Judge's work" will, no doubt, be the hearing and determining of mixed questions of Law and Fact, either alone, or in Divisional Courts, or with Assessors; and if it be true, as you very fairly assert, that "special work requires special training," this is precisely the training in which the existing Common Law Judges are deficient.

Again, I think some qualification necessary of the position laid down in the following words:—"Nor is this state of things accidental or temporary. Whether you attempt fusion to-day, or ten or twenty years hence, it will be exactly the same." If this only means that the longer the line of demarcation at present existing lasts, the harder it will be to get rid of it, well and good; but if it is supposed that that demarcation is necessarily other than temporary, or that the difficulty referred to will not expire with it, I respectfully differ. The Irish Bench is a case in point to the contrary. As it seems to me, all that is wanted is to secure that, while a race of lawyers is growing up who shall be *utriusque juris doctores*, the administration of the new system is not intrusted to incompetent hands; and I venture again, with all respect, to assert, that neither section of the existing Bench of Judges, nor any successors who could be immediately appointed to them, would be, for this purpose, competent hands. On this point you say, and truly, "Courts and Judges administering a body of law which they have, to a large extent, to learn on the bench, are sure to make some mistakes, and become involved in many troubles and complications," but you go on to add, "But if fusion is to be purchased, this price must be paid for it: on no other terms can it be obtained." From this conclusion I respectfully dissent. But assume it to be accurate: be it so: *fiat experimentum in corpore vili*: if one or other of the metals proposed to be fused *must* be exposed to empirical alchemy of this sort, by all means let it be the silver, not the gold: if one or the other system must be entrusted to Judges who are unfamiliar with it, it follows from what is admitted on all hands of the relative position to be assigned in the new system to Common Law and Equitable doctrines, that it is better that that system should be the Common Law. But must this price be paid at all? I venture to think not, and in this opinion I am supported by what you admit to be practically the whole Equity Bar.

The truth is that we are rather misled in this matter by the use of metaphors. Dropping for the moment all allusions to "fusion," "merger," &c., let us say plainly that what is wanted is that every court of civil Judicature should be competent, and bound, to administer the whole system of Jurisprudence now administered by the Court of Chancery, and so much, and no more, of the system now administered at Common Law as is not inconsistent therewith. On any other terms fusion would *ex concessis* be an evil, not a gain.

And this brings me to the letters already referred to which seem—at least that of the Queen's Counsel—to be so misunderstood. What we consider, rightly or wrongly, essential to the success of any attempt at fusion (if that is to mean anything more than the substitution of a slightly improved Jurisprudence of an equally rigid type for the rigid rules of the Common Law), is that in every Division of the Court there should be "an adequate number"—not necessarily a majority—of men trained in the present Equity system, and that this should be kept up until we can get a set of Judges trained under the new system, when all further need for the distinction will vanish. That one member of the same Division should have duties not identical with those of every other is no more anomalous than that the duties of various Divisions of the same Court should vary *inter se*;* and, moreover, this plan would tell directly to facilitate the accomplishment of that fusion which we all desire, whereas the present plan of keeping the Equity Judges altogether in one Division—whether called first or second is mere trifling—tends to perpetuate the present divergence of thought and principle. This union of Judges is what the Equity Bar, as I understand them, really desire; and this end could, I think, be attained without the addition of a single Judge—other than the extra Vice-Chancellor added the other night by the House of Lords—simply by a proper distribution of the Judges among the divisions of the new Court, and a provision that the Equity member of the Court should always be present at every sitting of a divisional Court—*i.e.*, of the Court in banco. There are other ways in which the same end could be attained, *ex. gr.*, by vesting the power of transfer, for the present, in some Judge long practised in cases of injunction; but all of these involve, more or less, a continuance of the existing separation, which we all desire to see removed. A large creation of new Judges might have a similar effect, but I for one do not desire any such thing, and it forms no part of the suggestions contained in our letter.

Lastly, it is a mistake to suppose that any Court of Appeal, however efficient, can supply the shortcomings of the system of Courts of First Instance, and a still greater mistake to suppose that the Court of Appeal proposed to be established by this Bill is so constituted as to have any tendency to correct the particular evil complained of.

This letter has run to a length which I never contemplated when I commenced it, but I trust that I do not overrate the desirability that our views on this subject—*valeant quantum*—should not be misunderstood, when I rely upon that consideration as my sole excuse for trespassing so extensively upon your valuable space.

ALEX. EDW. MILLER.

LORD WESTBURY.—It is stated that Lord Westbury is suffering from an attack of acute rheumatism, and is for the present forbidden by Sir Wm. Gull to undertake any public duties.

SIR. WILLIAM BODKIN.—A paragraph which has appeared in one or two of our contemporaries to the effect that Sir William Bodkin is about to retire from the Bench of the Middlesex Sessions is denied on authority.

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* An apt illustration of this is furnished by the Scotch Bench, where some of the Judges are Lords of Justiciary—*i.e.*, have criminal jurisdiction—whilst others are only Lords of Session—*i.e.*, have civil jurisdiction only; but I never heard that they were mere "assessors" of the others, or in a degraded" condition.—A. E. M.

REVIEWS.

The Hindu Law of Adoption. By W. H. RATTIGAN. London: Wildy & Sons. 1873.

Mr. Rattigan is quite right in stating that "there is not a more interesting subject in the whole field of Hindu Law than that of Adoption," and that "it is one which frequently engages the attention of our Indian Courts." But whether such a treatise as that which he offers to the public is needed, may be questioned. He has done nothing more therein than go over ground that has often been gone over before, and we do not find that he has thrown much new light on any of the disputed points in his subject. To say nothing of the many earlier text books, Mr. Cowell, in the first volume of his Lectures on Hindu Law, has devoted 155 pages to an exhaustive discussion of the subject of Adoption, and Mr. Bruce Norton, in his leading cases on the Hindu Law of Inheritance, has grouped together all the important cases on the subject. Mr. Rattigan does not aim at supplying any defect in either of these authorities, and to this extent his book is certainly superfluous. Putting this objection out of the question, however, we can approve of the book *in se*. It contains a clear and concise statement of the Law of Adoption, with an examination of the leading authorities, and many decided cases. The weakest part of the work is the treatment of the somewhat difficult question—what ceremonies are essential to the validity of an adoption. We observe that in dealing with this subject, the case of *Sree Narayin Mittro* v. *Kishen Soordaree Dossee* is cited, as deciding that where deeds of gift and acceptance for the purpose of adoption are executed, and the father after execution refuses to give his child in adoption, the other party can have the deeds declared void. The decision of the High Court of Calcutta, in this case, was on the 15th of January last overruled by the Judicial Committee of the Privy Council.

Parliamentary and Municipal Elections by Ballot, including concise instructions to returning officers and presiding officers, &c. By RICHARD AUBREY ESSERY, Attorney-at-Law, Town Clerk of the Borough of Swansea. London Knight & Co. 1873.

Mr. Essery thinks that "as practice at the bedside of the patient is worth fifty gold medals won by theoretical science, so the actual working of the Ballot Act, 1872, practically exemplified in the recent municipal elections, is infinitely more valuable than any prospective ideas which may have been propounded with regard to it." He therefore traces, in his introductory chapter, the various steps in a contested election for the office of town councillor, not only describing the proceedings, but stopping occasionally to point out, and to condemn with some severity, what he deems to be the defects of the law. He occasionally cites practical illustrations in support of his views, and, among others tells the following rather good story:—"A burgess emerged from the polling station, and, addressing the candidate, whom he desired to please and favour, said, 'It's all right, sir, I've done it, I've given you a plumpard. I've put a X against each of the other fellows, and left you standing.'" At page 14 there is a convenient summary of the duties of the presiding officer and clerk, and at page 18 there is a similar epitome of the duties of the returning officer. The book also contains forms for use in municipal elections, and the Ballot Act, the Corrupt Practices (Municipal Elections) Act, and the rules under the latter Act, made last Michaelmas Term, are printed in full.

An Epitome of Leading Conveyancing and Equity Cases, with some short Notes thereon. By JOHN INDERMAUR, Solicitor. (Clifford's Inn Prizeman, Michaelmas Term, 1872.) Stevens & Haynes. 1873.

We noticed some little time ago Mr. Indermaur's Epitome of Leading Common Law Cases. The present volume is a further application of the same idea, and the work is intended as a stepping-stone to the study of White & Tudors' well-known work, and Mr. Tudors' "Conveyancing Cases." The notes appended to the cases, though sometimes, in our opinion, too brief, are careful and suggestive, and the selection of the cases epitomised, which are not given as leading

cases in the works above referred to, appears to be judicious. Thus *Brodie* v. *Barry* (2 V. & B. 127), given by Mr. Indermaur as an example of the doctrine of election, is probably better adapted for that purpose than *Noys* v. *Mordaunt*, and *Streatfield* v. *Streatfield*, the well-known instances given by White & Tudor.

The Draftsman, containing a collection of Concise Precedents and Forms in Conveyancing, with introductory Observations and Practical Notes. By JAMES HENRY KELLY. Butterworths, 1873.

Mr. Kelly's object is to give a few precedents of each of those instruments which are most commonly required in a solicitor's office, and for which precedents are not always to be met with in the ordinary books on conveyancing. The idea is a good one, and the precedents contained in the book are, generally speaking, of the character contemplated by the author's design. The accuracy and utility of collections of forms can, of course, only be tested by actual use; but we have been favourably impressed with a perusal of several of the precedents in this book. The section devoted to "notices" is likely to be found especially useful. It contains at least forty forms of notices of various kinds, and practitioners who have already adopted forms of their own will probably find it advantageous to collate them with those given by Mr. Kelly. Each set of precedents is prefaced by a few terse and practical observations.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord WESTBURY.)

Feb. 4.—*Re European Assurance Society, Gloag's case.*

Life assurance company—Winding up—Joint Stock Companies Act, 1862, *ss.* 95, 158—*Policyholder—Set-off—Right of proof—Debt—Surrender of policy.*

In winding up a life assurance company a policyholder has no right to set off the value of his policy, upon which he has a right of proof, against a debt due by him to the company.

The holder of a policy, upon which there is a condition that its surrender value shall be a certain amount, cannot, in the winding up of the company granting it, claim to be a creditor to the amount of the surrender value, unless he has applied to surrender the policy previous to the winding up.

The question in this case was whether a policyholder of the European Assurance Society who had borrowed money from the society on the security of his policies, was entitled to set off the value of the policies in respect of which he had a right of proof against the society against the debt due by him.

John William Gloag, a policyholder of the European Society in respect of seven policies, borrowed from the society two sums of £50 16s. 1d. and £88, for which he gave his notes of hand and a memorandum, stating that he subjected and charged his policies and all moneys which should be payable thereunder, with the repayment of the loans and interest thereon.

An endorsement on one of the policies, which was dated the 22nd September, 1859, declared that if Gloag should surrender the policy to the society during the continuation of the assurance therein provided for, and after five annual payments should have been made thereon, the amount which should be returnable for the surrender should be equal to one-third of the amount paid as premium.

On the 12th January, 1872, the European Society was ordered to be wound up, and at the date of the winding up the premiums on all the policies had been duly paid, except upon the policy of the 22nd September, 1859, on which a premium due on the 1st December, 1871, after the presentation of the petition to wind up, was unpaid. No application to the society was made by Gloag previous to the winding up, to receive the surrender value of this policy.

Gloag now claimed (1) to set off the amount for which he was entitled to prove on his policies, against the sums of £50 16s. 1d. and £88, owing by him to the society; and (2) to rank as a creditor of the society in respect of the policy of the 22nd September, 1859, for an amount equal to one-third of the amount paid in premiums upon it, without being obliged to pay the premium which became due on the 1st December, 1871.

H. M. Jackson, for Gloag.—The principal point here is the same as that decided by Lord Cairns in *Parlby's case*, 15 S. J. 654, where he held that there was no set-off, but said it would have been otherwise if the Albert Company had not been in process of winding up. I submit that view was an erroneous one. The Companies Act, 1862, s. 158, gives a right to proof against a company, which becomes insolvent, and the 25th rule of the General Orders of 1862 provides, that the value of claims against the company shall be estimated as at the date of the order to wind up. There is no difficulty in holding that a policyholder on an assurance company has a right of proof against it. But proof is equivalent to all rights of whatever kind of the creditor against the insolvent company, and occupies the same position as an ordinary claim. If this is so then set-off should attend proof, as it does an ordinary claim. The common law courts have held that nothing in the nature of unliquidated damages can be set off, and I submit that Lord Cairns was wrong when he considered "proof" to be of the nature of unliquidated damages. At whatever time official liquidators may make the valuation of a claim, it is made as at the date of the winding up order; and in point of fact the claim looks back to and is a claim from that date. It has been decided in this arbitration (*Wallberg's case*, 17 S. J. 69) that the rules of the 1st schedule of the Life Assurance Companies Act, 1872, should be followed. It is the duty of the official liquidator of the European Society to decide what the amount of Gloag's proof is; and if, at the time at which Gloag is sued for his debt to the society there is a fixed amount owing to him by it, then set-off necessarily arises. That previous to the winding up the society could have sued Gloag for his debt, without set-off having arisen, is a fact of no consequence, because at the date of the winding up order a line was drawn, and his rights upon the company were then fixed. After that date the valuation of his claim must be considered as made, and he cannot be prejudiced by the time over which the liquidation extends. The right of proof represents all the rights under his contract, and as the contract is annihilated, the proof is put in exactly the same position as an ordinary claim. Under the Life Assurance Act, 1872, set-off might justly be allowed, as it is in bankruptcy, where the Legislature has always sanctioned set-off both of obligations and anticipated obligations. The Courts have never regarded the actual time taken in working out proceedings in bankruptcy, but have considered every claim and liability as settled at the commencement of the bankruptcy; and the "assets" of the bankrupt as the net or ultimate sum recovered for distribution among his creditors. This is natural justice, and has been recognised by all law, and at all times, as in the Roman law, where the judge was directed to allow the "*compensatio*." The Arbitrator here is enabled to follow out the dictates of natural justice.

With regard to the policy of the 22nd of September, 1859, the reason why Gloag did not pay the premium which became due previous to the winding up was his belief that the society was bound by the endorsement on it to value the policy at one third of the premiums paid. If that is so, his claim on this policy was a fixed one at the date of the winding up, and therefore set-off necessarily arose.

Higgins, Q.C., and *M. Cookson*, for the joint official liquidator of the European Society, were not called upon.

Lord WESTBURY.—I wish very much that I could accede to the very able and ingenious argument that I have heard, because I feel, as has been justly expressed by Mr. Jackson, that the conclusion at which I am compelled by the enactments to arrive will not be quite in accordance with the dictates of natural justice. I could wish very much that these matters in liquidation had been more closely assimilated to the rule of practice in bankruptcy. I have undoubtedly a right to deal with these matters *secundum arbitrium boni viri*. I have a right to substitute what I deem to be justice for decisions or rules that might be deemed applicable to the circumstances in an ordinary court of justice, a right which, although it be given me by

* Reported by W. Bousfield, Esq., Barrister-at-law.

the statute, would necessarily require not to be followed, except in cases where the claims of justice wholly and entirely overbore what would be dictated by the decisions.

But I have no right to add to or detract from an Act of Parliament. I am compelled to abide by the enactments which have prescribed and produced the state of things which I have here to deal with under this liquidation.

Now, it must be remembered that there are here two independent contracts—there is the contract contained in the promissory notes, there is the contract contained in the policy; they are wholly independent of one another, and it is quite clear beyond possibility of doubt and denial that if the company were still a solvent or a going concern, and chose to sue Mr. Gloag on these notes, they would be entitled to do so, and must have payment of the money thereby expressed to be secured.

Now, in that state of things, the one contract not being at all dependent on the other, the company is ordered to be wound up; it becomes insolvent; and then there is substituted for the policy another and a different statutory right given to the policyholder. The company, after it has been ordered to be wound up, can no longer receive any premiums. Therefore, there would be a breach of the contract contained in this policy, which is that, for a certain premium or annual sum being paid by the assured, the policy shall remain a subsisting contract for another year. The company is deprived of the power of carrying on its business because it is insolvent, and then the Legislature dooms it to this state, that all it's property shall be calculated and received and held as a fund for equal distribution among the persons entitled to claim against the company.

Well, now, the policyholder whose policy was still in force was a person having a contingent right at a future time, when the policy would be matured into liability by the death of the party, to receive a sum of money from the company. Contingent rights, when there is a liquidation or a bankruptcy, cannot be provided for in any other manner than by ascertaining their value, and treating the value as a present debt admissible of proof. The Legislature accordingly proceeds upon that, and it directs that the existing policy, which is the contingent contract, shall be valued, and that the value may be proved by the policyholder as a debt against the company. Now, what is involved in the notion of proving as a debt against the company is this, that it is to rank *pari passu* with all the other persons who have proved their debts, and to receive a dividend thereon out of the property of the company. But immediately upon the liquidation all the property of the company presently payable and payable *in futuro* is gathered together, and by the 95th section the official liquidator is to have the right of collecting the whole of that property. The result, therefore, of this enactment is, that the money due on the promissory note becomes instantly upon the order for liquidation by force of that order part of the common stock of the company applicable to the payment of its debts.

Now Mr. Jackson urged that the future right on the policy, and the power of having that valued, and having the value admitted to proof, ought to be considered as having been gone through, and then a set-off will arise between the money payable on the promissory note of the company and the money payable by the company on the proof tendered. It is an ingenious suggestion, but there is nothing to warrant it in the Act of Parliament. There would be something to warrant it if you could hold that immediately upon the company becoming insolvent, the debtor of the company on the promissory note would have a right to restrain the official liquidator from receiving a payment of that note until the amount payable to that same debtor out of the assets of the company should be ascertained. But that would at once strike at the very root of the whole enactment, because in all these enactments touching the application of the money of a bankrupt, or the money of an insolvent company, all the directions are founded wholly upon this, that the property of the company shall be distributed *pari passu*, and, therefore, the property consisting of the money due on this promissory note, if it were diminished by the money ultimately to be received by the debtor on those notes from the assets of the company, it would have the effect *pro tanto* of subtracting from the creditors' fund under the insolvency that portion of the fund which is represented by the money due on the promissory notes, and to that extent it would have the effect of giving priority and preference to the debtor on those notes. That would strike at the very root of distribution under the circumstances. The whole claim is totally prevented and anticipated by the statutory enactment, unless you can carry your argument, as Mr. Jackson attempted to do, to the extent of holding that the money due on the note must be considered as suspended property of the company, not to be recovered until the counter liability of the company to the debtor on those notes has been ascertained. There is no power to do any such thing, there is no power to give a limited interpretation on the words of the 95th section. The official liquidator has power to sue for and recover the money due on the note, and then he is bound to apply it for the equal benefit of all persons proving under the liquidation; and if I were to say that he ought not so to do, but to hold it until the claim of the particular debtor who has paid that sum of money has been ascertained, and then that he was to strike a balance, I should utterly supersede the whole of the enactment, I should violate the principle of equal distribution, and I should give this particular person, who is a debtor on a present immediate contract, the right of receiving in preference to the other creditors of the company the amount due from himself to that company. I regret very much that it is not in some way provided for. It is, unfortunately, the result of the bankruptcy and of the insolvency, it is unfortunately the result of that which follows immediately upon insolvency, namely, that all the property of the insolvent must be distributed fairly and equally among the persons who are entitled to prove against the insolvent, that the original contract is wholly superseded, and something different is substituted for it and the right of the person who contracted with the company is reduced from what is expressed in that contract to the simple right of proving the value of the contract as it stood at the time of the insolvency.

I give these reasons because, although I have no doubt that there are better reasons in the decision of Lord Cairns, which has been referred to, yet I am desirous in all these matters that come before me, of showing that though I shall respect and endeavour to abide by and follow the reasons given in perfectly similar cases when they are cited before me, yet I hold myself bound in the first place to decide the case according to what I believe to be the law and equity and the justice of the case, and therefore I give my decision founded upon what I have said which I trust is in harmony with the reasons of Lord Cairns, and I am obliged therefore to reject this application for the set-off.

With regard to the other point, I cannot meddle with the policy in order to enforce any particular right under the terms of the policy not claimed by the policyholder before the insolvency. The thing must stand as it stood at the time when the insolvency was pronounced by the winding up order; the policy-holder must take his policy as it then stood, and he cannot claim to do something now which he might have done then. The tree is cut down at that time, and the value of the policy precisely as it stands must be ascertained at that time, and I cannot interfere with that valuation by doing anything on the policy which no longer remains subsisting as a policy contract except for the purpose of being valued and proved under the insolvency.

Now, Mr. Jackson, as this is a representative case, I will allow you to have your costs out of the estate.

Solicitors, *Mercer & Mercer; Rowland Miller.*

COMMON PLEAS.

(Sittings in Banco, before BRETT, GROVE, and DENMAN, JJ.)

May 3.—*In re an Attorney.*

In this case, which had been adjourned (see *ante* p. 516), *Garth*, Q.C. (with him *Murray*), moved to make the rule absolute.

The Attorney said he appeared, but he had not been able to take office copies of the affidavits. He had made an affidavit denying the charge.

Garth, Q.C., stated that the secretary to the Incorporated Law Society had written to the Attorney in these

terms:—"I beg to inform you that the rule in this matter was brought before the Court of Common Pleas this morning, and your letter to myself was read to the Court. The Court, having regard to the serious nature of the charge against you, and being desirous to give you a further opportunity of taking copies of the affidavits and answering them, has adjourned the matter until Saturday next, the 3rd May, on which day I am desired by the Court to inform you that the case will be peremptorily called on, and the Court will dispose of it whether you appear or not."

The Attorney, in answer to the Court, said that he was not able to pay £3 or £4, which he was informed was the expense of the office copies of the affidavits. He had made an affidavit denying the facts.

BRETT, J.—Do I understand you to say you have not the means of getting £3 or £4?

The Attorney.—I have not.

BRETT, J.—Are you prepared to make an affidavit of that?

The Attorney.—I am.

BRETT, J.—If you make the affidavit the Court will go on with the case. You had better do it at once.

After an interval the affidavit was handed to the judges.

BRETT, J.—In this case the rule was moved upon affidavits, and the question is whether the person against whom the rule was moved can be heard to show cause against it without having taken copies of the affidavits. The rule is that when cause is to be shown against a rule the party opposing must be provided with an office copy of the affidavits on which the rule was granted, before he can be allowed to show cause, for the fees payable in respect of such copies are public property, and it is the duty of the Court to see that the payment is not set aside. That being the rule, and this being a question that regards the public, and there being a duty imposed upon the judges they have no right to abstain from performing their duty unless there be sufficient reason for so doing. It is alleged in this case that there is sufficient reason why the person against whom this charge is made should not comply with the ordinary rule. It is alleged that there is no evasion of the rule, but there was an inability to comply with the rule on account of poverty. It was upon this view that the Court, in order that there should be no real hardship upon the person, suggested that if an affidavit were made showing that there was real inability to take out the affidavits and pay for them, they would allow that person to show cause without payment. An affidavit has been made, after ample opportunity has been afforded, and that affidavit is in these terms. [His Lordship read the affidavit, which stated that the attorney was not in a position to pay, and had not got the £3 or £4 which the officer of the court had said would be the cost of the office copies of the affidavits filed in the matter. There is no allegation that there is any difficulty in his getting £3 or £4, but only an assertion that at this time he has it not.] It seems to me that this affidavit is wholly insufficient to relieve the person charged upon these affidavits from the ordinary rule of taking them out before he can be heard. I am of opinion that he cannot be heard. The rule is not complied with, and there is no sufficient excuse before the Court.

The Attorney.—Will your lordship allow me to amend the affidavit in any way you suggest?

BRETT, J.—It is not for the Court to suggest an affidavit.

GROVE, J.—The Court have really nothing to do as a Court, with the rule; it is a part of the public revenue, and therefore the Court ought not to express an opinion on its policy or otherwise. It is like a matter being put in evidence without a stamp, which might inflict great hardship upon the parties. If there were a case of absolute inability from poverty to pay the stamp duty, the Court might hear the party so appearing. I quite agree that this affidavit does not come near the mark. This affidavit might possibly be made by half the persons now present in Court, for people do not always carry £4 in their pockets. In fact, the affidavit must be such a one that if untrue, an indictment is capable of being framed upon it; whereas the man merely asserts he is not in a position, and had not the money to pay.

DENMAN, J.—I had considerable doubt whether the Court did not go somewhat too far in making the suggestion to the attorney to make the affidavit, for it seems to me that the Court has not power to dispense with an absolute rule for the protection of the revenue. The Court is the guardian of the revenue. I am sure we ought not to extend the power any further.

Garth said that he would recapitulate the grounds on which the rule was moved, and ask their Lordships to deal with it. At the end of June or the beginning of July, 1872, the attorney was minded to bring an action against a police magistrate, and he consulted an attorney as to bringing the action. The opinion of counsel was taken, and he advised that the plaintiff had "not a leg to stand upon," and no action would lie. Notwithstanding this the attorney insisted upon bringing an action against the magistrate. Then the affidavit says that after the attorney had consulted counsel, he called at Mr. G.'s residence, and he (Mr. G.) endeavoured to dissuade him from bringing an action, as the counsel had already advised him that no action would lie. On that occasion the attorney urgently requested him (Mr. G) to issue a writ against the magistrate, but he positively refused to do so, and distinctly told him that he would not act as his attorney in bringing such action, or have anything to do with the matter. At that interview the attorney said that he intended to go on with the action, and would bring it in person. He did not say that he would issue a writ in his (Mr. G.'s) name. The deponent, when in Ireland, learned from a report in the newspaper that a writ, having his name endorsed, had been served on the magistrate by the attorney. Thereupon he wrote to Mr. Benson that the writ was issued without any authority from him, direct or indirect, and that he would attend at Southwark Police Court on his return, and publicly repudiate all knowledge of such writ having been issued by him. The writ was served upon the magistrate publicly whilst he was sitting in the Police Court. He submitted that the attorney had been guilty of gross misconduct. The Court knew best how to vindicate their own honour, but it struck him that this was an abuse of the process of the court. Probably the reason why the attorney used Mr. G.'s name was that he might in that way be enabled to recover costs in the action. Another reason was that if the attorney had issued the writ in his own name it might have appeared simply a piece of gratuitous insolence on his part; the issuing of process was apparently sanctioned by an officer of the court.

BRETT, J.—Does the affidavit state the ground of action against the magistrate?

Garth.—No; but I know what it was.

BRETT, J.—If this writ were served upon the magistrate on the bench for a decision of his, in Court, it might strongly support the allegation that it was a piece of insolence, and the proper inference would be that the attorney had taken the name of another attorney in order to give an air of respectability to the thing, but it might be a very different thing if the writ were simply in respect of a private claim against the magistrate.

After some discussion,

BRETT, J., said we think that this is an accusation of a very grave kind, but the gravity of it must considerably depend upon the circumstances under which what was complained of took place; and the circumstances are not before us in a form upon which we can judicially rely. We think the better plan is to refer the matter to the Master to report. When the case is before the Master it may be that the person charged may be in a position to appear either to a greater or a lesser extent.

In re an Attorney.

Garth, Q.C., on behalf of the Incorporated Law Society moved for a rule calling upon an attorney to show cause why he should not be struck off the rolls. The learned counsel stated that the executors of Mrs. Frances Bird employed the attorney in question to prove her will. The only assets were a sum of £600, and, in fact, the estate was insolvent because the testatrix had shares in two companies in respect of which there were claims against her estate for calls which would more than absorb the whole £600. The attorney was instructed by the executors to endeavour to settle with these two companies, and eventually he did arrange with their solicitors to settle for a sum of £310. In order to pay this sum the executors handed to the attorney, on July 4, 1872, a cheque for £310. About Christmas last the executors were astonished by

being served with a summons at the instance of one of the companies to have the estate administered in Chancery. He made enquiries and found that the man had paid the money into his own account. Eventually the matter was placed in the hands of the Law Society. They gave the attorney two months to explain the matter, but he gave no explanation. The only excuse he had made was that he had lost an account which had been given to him by one of the executors which was necessary for the settlement of the claim; and he was afraid to apply to the executor upon the subject.

Rule granted.

LANCASTER CHANCERY COURT.

(Before GEORGE LITTLE, Esq., Q.C., Vice-Chancellor.)

April 29.—*Moyers* v. *Longton.*

A testator appointed his wife and another person executrix and executor of his will, but the appointment of the wife was expressed to be "during her widowhood only." The wife was tenant durante viduitate *of the testator's estate. The wife survived the co-executor, and died without having married again.*

Held, dubitante, *that her executor became the executor of the original testator.*

Edward Hodson, by his will dated the 22nd of March, 1867, gave all his personal estate to his wife for life, or so long as she should remain his widow, and after her death or second marriage he directed it to be sold and distributed between his five children, named in his will, and he appointed his said wife, "but during her widowhood only," and James Hodson executrix and executor of his said will. The testator died in 1867. James Hodson and the widow proved the will. James Hodson died subsequently, leaving the widow then surviving, and the widow, who never married again, died in January, 1873, having appointed the defendant her executor.

An administration summons having been taken out against the defendant by three of the children for the administration of the estate, the Registrar of the Chancery Court declined to make the order in chambers, on the ground that it was doubtful whether the widow's executorship, being limited to widowhood, could be transmitted, and he referred the matter to be heard before the Vice-Chancellor.

Finch, for the plaintiffs, now mentioned the difficulty, and referred to Williams on Executors, Part I. Book 3, chap. 4., and stated that the practice of the Registry of the Probate Court was not to make grants *de bonis non* in such cases, as it was considered in the office that the executorship was transmissible, and argued that the will and the grant (which followed the will) should be construed as a general appointment with a proviso for cesser in case of a second marriage. He also stated that there was no reported decision on the point.

O. L. Clare, for the defendant, consented to a decree being made, and stated that the estate had been realized and was ready or nearly ready for distribution.

The VICE-CHANCELLOR stated that he had been furnished through the intervention of Mr. Bardswell, with a note from the Registry of the Probate Court, and that such note stated the practice and opinion of the Registry to be as stated by Mr. Finch. He had, however, great doubt whether the construction of the will put forward was correct, but under the circumstances would make a decree.

Solicitor for the plaintiffs, *Sherwin.*

Solicitor for the defendants, *Lynch.*

MIDDLESEX SESSIONS.

(Before Sir W. H. BODKIN, Assistant Judge, and a full bench of Magistrates.)

April 26.—*Thomas and others, appellants*, v. *The Justices of Brentford, respondents.*

The appellants in this case, of whom there were eleven, were beerhouse-keepers whose licences the Brentford justices had refused to renew, and the question was whether, under section 46 of the new Licensing Act, the justices were bound to give a year for the improvement in value of old beerhouses necessary to meet the change from "rent," "value," or "rated on a rent or annual value," to annual value, as defined by section 47.

Poland and *Besley* appeared for the appellants; *Montagu Williams* for the respondents.

The Brentford Bench employed a surveyor, under the new Licensing Act, at the expense of the appellants, and the surveyor reported their houses to be less than the qualification value. The appellants called other surveyors who gave it as their opinion that the houses were of sufficient annual value. The justices adopted the views of their own surveyors, and refused to renew all these licences. They were asked to renew them with the condition endorsed that the premises should be brought up to the value before the next annual licensing meeting, but they held that it was in their discretion to endorse or not, and they would not accede to the application.

Poland argued on the words of the section that the justices had no discretion. The substance of the section is in two paragraphs. The first paragraph says no licence to old beerhouses shall be granted in respect of premises which are not in the opinion of the licensing justice of the required annual value, and the second paragraph is as follows:—

"If at the first general annual licensing meeting, after the passing of the Act of 1872, the licensing justices are of opinion that any premises which are licensed at the passing of the Act are not of such annual value, they may, notwithstanding, renew such licence, upon the condition, to be expressed in the licence, that the holder thereof before the next general annual licensing meeting improves the premises so as to make them of sufficient annual value, and if the holder fail to comply with such condition the licence shall not be renewed at such next general annual licensing meeting."

Although the word used was "may" it followed words which empowered the justices to endorse, and must be construed as directory and compulsory, in accordance with the considered judgment of the Court of Common Pleas in *Macdougall* v. *Patterson*, 11 C. B. 755, where the same point was decided. Mr. Poland cited *Reg.* v. *Tithe Commissioners*, 15 Q. B. 620, and *Reg.* v. *Mann*, 21 W. R. 329, and read a passage from the judgment of Mr. Justice Lush in the latter case, containing his Lordship's interpretation of this and the preceding section of the Licensing Act. The learned counsel contended that, if not compulsory, Parliament intended that the justices should act.

Sir. W. BODKIN said that it was common sense to assume that the Legislature did not intend to confiscate a man's property without giving him an opportunity of conforming to a new state of things.

The appeals were all allowed, and the condition inserted in the licences.

Poland said that in some of the cases the value was sufficient, and the appellants wished to guard against its being supposed that, because the condition was inserted, any improvement was necessary.

Sir W. BODKIN.—Of course, if they are of sufficient value, nothing need be done to improve them.—*Times.*

COURT OF BANKRUPTCY.

April 7 and 24.—*Ex parte Duffield.*

D. brought an action against P. for breach of contract, and at the trial the jury returned a verdict for the defendant. After the trial and before judgment was signed D. filed a petition for liquidation by arrangement or composition under sections 125 *and* 126 *of the Bankruptcy Act*, 1869, *and in the list of creditors he included P. for an estimated amount of debt. After the registration of a resolution for the acceptance of a composition P. signed judgment, taxed his costs, and levied an execution for the amount upon the goods of D.*

Upon an application being made by D. for an injunction to restrain further proceedings by P.

Held, that the costs were proveable under D.'s petition, and that P. must be absolutely restrained.

Held also, that P. was bound by the terms of the composition notwithstanding the amount of his debt did not appear in the list.

Held also, that D. having given notice to P. to come in and prove his debt, and P. not having done so, D. was excused from making a tender of the composition.

This was an application on behalf of Wm. Duffield, a debtor, who had registered a resolution for composition under section 126 of the Bankruptcy Act, 1869, for an order

that an interim injunction, restraining proceedings under a judgment obtained by Messrs. Peacock, should be made absolute.

The facts which gave rise to the application appeared to be that an action was brought by the debtor against Messrs. Peacock in the Court of Common Pleas for breach of contract, and such action was tried on the 23rd day of January last, when a verdict was given for the defendants.

On the 27th January the debtor filed a petition for liquidation by arrangement, and at the first meeting of creditors, held on the 12th February, a resolution was passed by the statutory majority of the creditors then present to accept a composition of three shillings in the pound, payable seven days after registration upon the amount of their respective debts. The statement of the debtor's affairs (including a list of all the creditors) was placed before the meeting, and the names of Messrs. Peacock appeared in that list as creditors for the sum of £60.

The second meeting of creditors was held on the 24th February, notices for which were duly posted to all the creditors of the debtor, including Messrs. Peacock, and at that meeting the resolution passed, on the 12th February, was confirmed by the statutory majority, and the resolution was afterwards duly registered.

On the 3rd April, notice was given in the *London Gazette* requiring the creditors to come in and prove, and a notice by letter to the same effect was also given to Messrs. Peacock. On the same day Messrs. Peacock signed judgment in the action, and taxed their costs at £42 19s. 2d., for which they immediately issued execution, but the Court ordered the sheriff to withdraw upon payment of the amount into Court.

Brough, in support of the application.—The debt was proveable under sec. 31. The obligation to pay the costs was the result of the verdict, and the circumstance that judgment was signed subsequently to the filing of the petition could not affect the question. The terms of the 31st section were very comprehensive, and included liabilities not capable of being proved under former statutes: *Ex parte the Llynvi Coal Company re Hide*, 20 W. R. 105, L. R. 7 Ch. 28, showed that the object of the Legislature was to render all liabilities except for personal torts proveable in bankruptcy. The liability in the present case accrued upon the verdict being given: the signing of the judgment was merely the completion of the record. Even under the old law, where in an action upon contract the verdict was before, and the judgment after the bankruptcy, the costs were proveable: *Ex parte Poucher*, 1 Glyn & J. 385. He also cited *Robinson* v. *Vale*, 2 Barn. & Cd. 762; *Ex parte Haynes*, 1 Glyn & J. 107.

Charles Browne, for the execution creditors, *contra*.—The costs in this case were not proveable. The demand did not arise by reason of any contract or promise (sec. 31 part 1); under the old law the debt was clearly not proveable: *Walker* v. *Barnes*, 1 Marshall, 346; *Bire* v. *Moreau*, 4 Bing. 57. (2.) The resolution could not be binding upon the execution creditors, for the amount of their debt was not inserted in the list. (3.) Even if it were binding, the debtor had made default in payment of the composition and the debt of the creditors revived: *Re Hatton* (20 W. R. 978).

Brough, in reply. *Cur. adv. vult.*

April 24.—Mr. Registrar MURRAY said the question in this case arose between the execution creditors on the one hand, and the debtor under liquidation proceedings on the other. The facts were very simple. [His Honour stated them.] There were three points involved; (1) whether the costs constituted a debt proveable under the proceedings for liquidation; (2) whether the resolution was binding upon the execution creditors; and (3) assuming the resolution to be binding, had the debtor made any default in payment of the composition so as to disentitle him to relief. As to the first point, the 270th rule provided that all debts which would have been proveable in bankruptcy, had the debtor been adjudicated bankrupt at the date of the institution of the proceedings for liquidation by arrangement or composition, should be proveable under any such proceedings. Several cases under the old law had been cited by Mr. Brough in support of the application, and Mr. Browne had also cited two cases—*Walker* v. *Barnes* (*ubi sup.*), and *Bire* v. *Moreau* (*ubi sup.*)—which seemed to be upon all fours with the present case, to the effect that where judgment was not signed until after the bankruptcy, the creditor's right was not barred, and he might levy execution; and if the case had to be determined upon the old statutes, his Honour would have been concluded by the authorities. But the question arose under the 31st section of the Bankruptcy Act, 1869, which provided that "demands in the nature of unliquidated damages arising otherwise than by reason of a contract or promise shall not be proveable in bankruptcy . . . save as aforesaid all debts and liabilities, present or future, certain or contingent, to which the bankrupt is subject at the date of the order of adjudication or to which he may become subject during the continuance of the bankruptcy, by reason of any obligation incurred previously to the date of the order of adjudication shall be deemed to be debts proveable in the bankruptcy and may be proved in the prescribed manner before the trustee in the bankruptcy." In the case of *Ex parte the Llynvi Coal Company*, which was pressed upon him by Mr. Brough, Lord Justice James said "every possible demand, every possible claim, every possible liability, except for personal torts is to be the subject of proof in bankruptcy and to be ascertained either by the Court itself or with the aid of a jury. The broad purview of this Act is that the bankrupt is to be a freed man—freed not only from debts, but from contracts, liabilities, engagements and contingencies of every kind." His Honour then referred to the concluding clause of the 31st section, and said that in his opinion the judgment when signed became a debt "to which the debtor had become subject during the continuance of the bankruptcy by reason of an obligation incurred previously." The obligation had resulted from a verdict found before the date of the petition, and the debtor having brought an action knew the penalty which he thereby incurred in case he failed in that action. For these reasons he was of opinion that the costs constituted a debt proveable under the petition. Then as to the next question, whether the resolution for the acceptance of a composition was binding upon the creditors. By the 126th section (7th part) it was provided that the provisions of a composition accepted by an extraordinary resolution in pursuance of that section should be binding on all the creditors whose names and addresses and the amount of the debts due to whom were shown in the statement of the debtor produced at the meetings at which the resolution had passed, but should not affect or prejudice the rights of any other creditors. In the present case the names of the creditors appeared in the list, but not the precise amount of their debt, because the costs had not been taxed. If judgment had been signed and the costs taxed and the amount omitted, there might have been some force in the argument that the creditor was not bound, but the debtor here could not perform the duty which the statute called upon him to perform by reason of the creditors having omitted to sign judgment. He was of opinion, therefore, that the resolution was binding upon the creditors. As to the third question, whether there had been any default on the part of the debtor which would disentitle him to relief, it seemed to be impossible for the debtor to tender the composition until he knew the amount of the debt, until the creditor signed judgment, and the creditors took no steps whatever to sign judgment. The evidence showed that notice was given in the *Gazette* and also by letter requiring the creditor to come in and prove his debt; and in *Re Hatton*, 20 W. R. 978, Lord Justice James said, "There may be cases in which by accident and not by default of the debtor the composition is not duly paid, and then no doubt this Court would relieve the debtor from the effect of such an accident and remove any injustice." On these grounds, therefore, there would be an order for payment back to the applicant of the money in court, subject to the deduction of the amount of the composition upon the debt due to the creditors; the injunction to be made absolute.

Solicitors for the debtor, *Lowley & Morley*.

Solicitors for the execution creditor, *Dalston & Son*.

The Earl of Pembroke, as visitor of Jesus College, Oxford, has decided that a widower without children may be accepted as a candidate for a Fellowship.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

May 2.—*Supreme Court of Judicature Bill.*—Lord Redesdale moved that one Tribunal of Ultimate Appeal for disputed suits from the Courts of all the three kingdoms is more advantageous than separate tribunals for such appeals. He contended that the retention of this jurisdiction of the House of Lords was most important, not only on constitutional grounds, but for reasons connected with the succession to Peerages, for in the event of a disputed succession to estates in more than one kingdom on a question of legitimacy dependent on a point of law such as might arise on a question of foreign marriage, the heir to which would also be entitled to a Peerage in each of those kingdoms, if the decision as to the right to the estates should be different in the respective Courts of Ultimate Appeal, their lordships' House, although deprived of its *status* as a Court of Law, must decide as to the Peerages against the finding of one of those Courts, and a person who might by such decision be declared illegitimate would, nevertheless, continue to hold the estate to which, if so, he would have no claim, and the person to whom the Peerage should be awarded by this House would hold the same in defiance of the law of the kingdom to which the Peerage belonged, as declared by the Courts of that kingdom.—Lord Denman also urged the importance of retaining the present Appellate Jurisdiction of the House of Lords.—The Lord Chancellor pointed out that the House of Lords had never been the sole tribunal of Ultimate Appeal from all the Courts of the three kingdoms. Until very recently it was not so in appeals from the Probate Court, and appeals from the Admiralty Court still went to the Privy Council, and very recently there was a conflict of jurisdiction in one of those very Admiralty cases on a point of law. (See *ante* p. 495.) On questions of Peerage the House of Lords did not sit as a Court of Law, and under the existing system the same divergence might arise as had been pointed out by Lord Redesdale; but he thought that no conflict was likely to occur in respect to questions of law.—Lord Cairns said that Lord Redesdale's proposition was based on an erroneous assumption, for the House of Lords never had sat as one Court to administer one uniform law for the three kingdoms. The fact was that on English appeals the House sat as an English Court of Appeal, on Scotch appeals as a Scotch Court of Appeal, and on Irish appeals as an Irish Court of Appeal.—On a division the motion was rejected by a majority of 25. Some other amendments were made in the Bill without comment.

May 5.—*Supreme Court of Judicature Bill.*—The Lord Chancellor moved the third reading of this Bill.—Lord Denman moved that the Bill be read a third time that day six months. The amendment was negatived without a division, and the Bill was read a third time. On the question that the Bill do pass, Lord Redesdale moved that a final appeal should be given to the House of Lords when the Court of Appeal should be of opinion that such final appeal was desirable. The amendment was negatived without a division.—The Marquis of Salisbury moved to drop out the parenthesis in clause 21, "except appeals from any Ecclesiastical Court, and petitions relating thereto." The effect of his amendment would be to hand over ecclesiastical appeals to the new Court of Appeal, so that all appeals, ecclesiastical and civil, would go to that Court. The amendment was opposed by the Archbishops of Canterbury and York, the Bishop of Winchester, and Lord Cairns. The Lord Chancellor said that if it should appear that the right rev. bench and the clergy of the Church of England generally desired to refer these appeals to the Court constituted under the Bill, there would, in his mind, be no difficulty in principle to prevent him from accepting the change. But he was not prepared to make the proposal because he thought it would have the effect of entangling one great question with another.—Lord Salisbury ultimately withdrew the amendment, and the Bill passed.

May 6.—*Railway and Canal Traffic Bill.*—This Bill was read a second time.

May 8.—*Registration of Births and Deaths Bill.*—Their Lordships having gone into Committee, amendments proposed by the Bishop of Winchester were negatived without a division. Certain amendments having been made in the Bill, it passed through Committee, and was reported.

Canonries Bill.—This Bill was read a second time, and referred to a Select Committee.

HOUSE OF COMMONS.

May 2.—*The San Juan Arbitration.*—Lord G. Hamilton called attention to the San Juan Arbitration, and contended that the reference to the Emperor of Germany had been drawn up in such a manner that we were certain to be worsted, and that the Arbitrator had no choice but to decide against us. Mr. Gladstone, after considerable debate, said that if we could have obtained an unrestricted reference to the Arbitrator it would have been for our interest; but the United States refused to agree to it.

Agricultural Children Bill.—This Bill passed through committee.

On the motion for going into Committee on the *Married Women's Property Act* (1870) *Amendment Bill*, the House was counted out.

May 5.—*Local Taxation.*—Mr. Stansfeld explained the Government proposals with regard to local taxation as contained in three Bills—one to amend the law regulating the liability and valuation of property for the purposes of rates, in which he proposed to enact that all exemptions from rating, public, local, personal, or private, should be abolished, and the occupier of every hereditament, corporeal or incorporeal, in any parish, should be rateable in respect of such hereditament. They proposed, however, to retain the statutory exemption from rateability in favour of churches and chapels. The second Bill would provide for accuracy and uniformity of valuation by introducing a surveyor of taxes, with an appeal to Quarter Sessions or a Committee of the Sessions. A maximum of deductions would be laid down. It was proposed that the valuation should be quinquennial, and that it should be conclusive not only for local, but for Government taxes. The third Bill proposed to enact that all rating authorities should make their demands upon the parochial authorities, and that the parochial authorities should levy a consolidated rate, stating on the demand note all the particulars connected with the rate, and should levy it by quarterly instalments. After some discussion leave was given to bring in the Bills; and the second reading was fixed for Monday, the 19th inst.

University Tests Dublin Bill (No. 3.)—On the order of the day for going into committee on this Bill, Mr. P. J. Smyth moved an instruction to the committee to provide for the affiliation of the Catholic University as a College of the University of Dublin. The O'Donoghue seconded the instruction. On a division the instruction was negatived by 85 to 9.

The *Superannuation Act Amendment Bill* was read a second time.

The *Customs and Inland Revenue Bill* was read a second time.

The *Crown Lands Bill* was read a second time.

The *County Authorities* (*Loans*) *Bill* was read a second time.

The *Vagrants Law Amendment Bill* passed through committee.

May 6.—*Electoral Power* (*Distribution*).—Sir C. Dilke moved a resolution condemnatory of the inequalities of the distribution of electoral power.—Mr. Gladstone said that whenever Redistribution was dealt with, it must be on a large scale, and it would be idle to begin on it except at the commencement of a session.—Moreover Sir C. Dilke had made no specific proposal which could guide the House as to the manner in which it should be dealt with. The resolution was negatived by 268 to 77.

The Ancient Monuments Bill was read a second time.

May 7.—*Permissive Prohibitory Liquor Bill.*—Sir W. Lawson moved the second reading of this Bill. Mr. Wheelhouse moved its rejection. In the debate which followed Lord Claud Hamilton, Sir D. Wedderburn, and Mr. Whitwell spoke in favour of the Bill and six members against it.—Mr. Bruce strongly opposed the Bill, on the ground that its enforcement must lead to riot; that it proposed wholesale confiscation, and would keep localities in perpetual agitation. On a division the Bill was rejected by 321 to 81.

University Tests (*Dublin*) (No. 3) *Bill.*—The amendments to this Bill were considered and agreed to.

The *Vagrants Law Amendment Bill* was read a third time and passed.

Proof of Bye Laws of Municipal Corporations.—Mr. Hinde Palmer brought in a Bill to facilitate the proof of Bye Laws and Proceedings of Municipal Corporations in England and Wales.

Public Meetings, Ireland.—Mr. P. J. Smyth brought in a Bill to assimilate the Irish law with reference to public meetings to that of England.

May 8.—*Proceedings in Bastardy.*—In reply to Mr. Charley, Mr. Stansfeld said he had given instructions for the framing of new orders, in lieu of the forms now repealed or obsolete, and that as soon as they were framed and approved they would be issued.

Register for Parliamentary and Municipal Electors Bill.—The consideration of this Bill in Committee was resumed at Clause 9. Clauses 9 to 25 were agreed to with some verbal amendments.—Mr. Brand proposed a new clause requiring overseers to ascertain the names of persons disqualified by the receipt of parochial relief, and relieving officers to produce to the overseers the list of persons relieved. The clause was agreed to.—Mr. Charley moved a clause empowering the Queen, by Order in Council, to vary the number of revising barristers. The clause was agreed to.—Mr. C. Lewis proposed a clause debarring a town clerk or his agent from acting as agent. This was also added to the Bill.

On the first schedule, Mr. C. Lewis took exception to certain of the dates contained in the schedule, on the ground that the Bill could not pass in time for them to come into force this year.—Mr. Hibbert accepted, on the part of the Government, the amendment proposed by the hon. member for Boston, under which the date of qualification was altered from the 24th of June to the 31st of May. There would be no alteration in the lists for the present year, and it would, therefore, be necessary, on the report, to insert a provision postponing the operation of the new system until next year. The amendment indicated by Mr. Hibbert was agreed to. The various schedules having been agreed to, the House resumed and the report was brought up.

Conveyancing (Scotland) Bill.—On the motion for going into Committee on this Bill, Mr. Gordon moved that the order be discharged, and that the Bill be referred to a Select Committee. The Lord Advocate opposed the amendment and it was negatived. The House went into Committee, but progress was immediately reported.

Superannuation Act Amendment Bill passed through Committee.

The *Matrimonial Causes Act Amendment Bill* passed through Committee.

The *Agricultural Children Bill* was read a third time and passed.

University Tests (Dublin) (No. 3) *Bill* was read a third time and passed.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

The following notices have been received from members of the society with regard to the repeal or alteration of the existing Bye-laws, the enactments of new Bye-laws, or amendments of the proposed new Bye-laws.

To the Council of the Incorporated Law Society of the United Kingdom.

I do hereby, as a member of the above society, and in pursuance of the 16th Bye-law of the society, give you notice that it is my intention, at the first or next general meeting of the society to be held after the expiration of twenty-one days from the giving of this notice, to move the repeal or alteration of certain of the existing Bye-laws of the society, and that the substance of such intended alterations is as follow:—

(A) In Bye-law 13, sub-section 4: To strike out the words "the same shall take place immediately and," and to strike out also the words "to the meeting," and insert in lieu of such last words the following words: "on the conclusion of the ballot."

(B) In sub section 6 of the same Bye-law: To strike out the whole, and to insert in lieu thereof the following:—

"The ballot shall be taken on the three days next following the general meeting at which such ballot shall have been demanded (excluding any intervening Sunday), and shall be kept open from twelve at noon till three in the afternoon of each day. Every member who takes out a country certificate shall be entitled to vote by his proxy (being a member of the society). The proxy instrument shall be in such form as the Council shall direct, and shall be lodged with the secretary one clear day prior to the general meeting at which the ballot is demanded."

(C) In Bye-law 26: To strike out this Bye-law, and to insert instead thereof the following:—

"The members of Council going out of office in every year shall decide between themselves as to which five of them shall not be eligible for re-election for a period of one year. In the event of non-compliance with the foregoing directions, the selection shall be made by the Council, and the result in either case shall be communicated to the members in the manner provided by the 29th Bye-law."

(D) In Bye-law 29: To insert after the word "meeting" the following words:—"And on the same day a copy of such list shall be sent by post to each member taking out a country certificate, with an unstamped form of proxy"

Dated this 18th day of December 1872.

CHARLES E. LEWIS.
8 Old Jewry, E.C.

3, Elm Court, Temple,
London, April 22, 1873.

To the Council of the Incorporated Law Society of the United Kingdom.

In pursuance of the 16th Bye-law of the Society I, the undersigned, being a member thereof, do hereby give you notice of my intention, at the next special general meeting of the society, to move, as an amendment to the proposed new Bye-laws of the society, that the 30th Bye-law shall be as follows:—

30. Five of the ten members of the Counsil going out of office on the day of the annual general meeting shall be ineligible for re-election for a period of one year. The members of the Council may decide amongst themselves as to which five of the ten members shall be ineligible. In the event of their not doing so, then the five members who shall have been longest in office shall be those who shall be ineligible for re-election for a period of one year.

A. B. CARPENTER.
1 & 2 Great Winchester Street Buildings, E.C.,
London, April 26, 1873.

Dear Sir,—I give notice that at the general meeting, to be held on the 21st proximo, I shall move that, in the 3rd proposed Bye-law, the word "twenty" be altered to "ten;" that in the tenth the words "fixed up in the Hall" be altered to "sent to every member;" that in the eleventh, the words "two copies" shall be altered to "one copy," and after the words "preceding year" shall be inserted the words "and of the assets and liabilities;" and after the words "shall be," in the fourth line of the said Bye-law shall be inserted the words, "sent to every member, and," that after the words "shall be read," in the second section of the 15th Bye-law, shall be inserted the words, "and put to the vote for confirmation;" that after the words "doubt or difficulty, in the eleventh section of the same Bye-law, shall be inserted the words "on points of order;" and after the words "final and conclusive," shall be inserted the words, "but none of them shall be at liberty to address the meeting other than on points of order, unless he vacate the "chair;" that after the words "shall have been," in the 17th Bye-law, shall be inserted the words, "ordered to be;" that at the end of the 19th Bye-law shall be added the words, "or unless such notice shall have been sent by post two days before such meeting to every member;" that in the 24th Bye-law the word "Council" be altered to "society;" that in the 30th Bye-law the word "immediately" be struck out and the word "not" be inserted before the word "be;" that in the 32nd Bye-law the word "twenty" be altered to the word "two;" that the 33rd Bye-law be struck out; that in the 35th, after the word "regulations," be inserted the words "to be approved by the society in general meeting;" that in the 36th and 40th the words "Council" be altered to "society;" that in the 53rd, after the words "by the auditors or two of them," be inserted the words, "ten days."

Yours truly,
EDMUND KIMBER.

E. W. Williamson, Esq.

To the Council of the Incorporated Law Society.

In pursuance (so far as is necessary) of the 16th Bye-law of the society, We, the undersigned Arthur Elley

Finch and Benjamin Greene Lake, members of the society, hereby give you notice that it is our intention at the special general meeting of the society, which has been summoned for the 21st day of May next (being more than 21 days from the giving of this notice), or at some adjournment thereof, to move additions to, and alterations in, the existing Bye-laws of the society, or the new Bye-laws to be proposed by you in substitution for those at present in force, of which additions and alterations the following is the substance:—

I. That the Council be empowered to hold an occasional general meeting of the society in the Provinces, at such place as the Council may from time to time select, providing that the annual general meeting shall always be held in London.

II. That the account of the society's receipts and disbursements during the preceding year, as signed by the auditors or two of them, be printed and issued to the members of the society, with the notice convening the annual general meeting.

III. That the words "or fewer" in the proposed bye-law 18, par. 1, sect. *d*, be expunged,

IV. That, except where otherwise provided by these bye-laws, all questions shall be decided by a majority of the members personally present and voting. In all cases, including the case of a contested election, the president, vice-president, or chairman shall, in case of equality, have a second or casting vote.

V. That any member taking out a country certificate, and not present at any general meeting, shall have such qualified right to vote, as hereinafter mentioned, namely:—

(1) If, at such meeting, a majority of members present or a majority of three-fourths of those members of the Council who take out country certificates, and of the extraordinary members of the Council, as defined by the supplemental charter, shall determine that any motion which has been submitted at such meeting is of sufficient importance to require that the opinion of the members taking out country certificates, and not then present, should be ascertained and recorded, such meeting shall, at the conclusion of the other business, stand adjourned for that purpose to a day not being earlier than twenty one days, nor later than twenty-eight days, from the date of such meeting.

(2) With all convenient speed, and not later than ten days after the adjournment, the secretary shall forward a voting-paper to every member taking out a country certificate, and not having been present at the meeting. The voting paper shall be in such form as the Council shall direct, and shall contain the following particulars:—

(*a*) The words of the motion submitted to the meeting.

(*b*) The day on or previous to which the voting-paper must be returned.

(*c*) A notice that the vote must be confined to an affirmative or negative of the motion, and that if the voting-paper be returned unsigned or not attested, as hereinafter prescribed, or after the prescribed date, or with any addition to the vote, it will be void.

(*d*) The printed name and address of the secretary for the return of the voting paper.

(*e*) The name and address of the member for whom the voting-paper is intended.

(3) The member to whom a voting paper is sent may sign the same in the presence of any other member of this society, and shall obtain the person in whose presence the same is signed to attest the signature.

(4) The voting-paper, when so signed and attested, shall be delivered or returned by post prepaid to the secretary, four clear days before that fixed for the adjourned meeting, and the votes so given shall be recorded on the minutes, and have the same effect as if they had been personally given at the meeting.

VI. That the president and the vice-president of the society shall be chosen annually from among such members of the Council as have been in office for not less than three years previously to election.

VII. That the members of any other law society, established in any place of the United Kingdom (except the metropolis) for like or kindred purposes, shall be eligible for admission as members of this society, upon payment of such reduced admission fee and annual subscriptions as the Council may think reasonable.

In addition, we intend to propose the following amendments in the said proposed new bye-laws, namely:—

5. In the last line but one substitute "fourteen" for "ten."

6. In the fifth line substitute "Offices of President, Vice-President, and Auditors," for "office of auditor."

15, par. 3. In the second line substitute "nominated" for "qualified," and strike out the words "notice to propose whom shall have been duly given."

In the fifth line, after the word "the" insert "nominators or them failing upon any other."

15, par. 11. In the first line, after the word "difficulty," insert "respecting or arising out of matters of procedure."

18, par. 1, section (a). In the second line, after the word "candidates," insert "nominated."

In the third line, for the words "intended proposers and seconders" substitute "nominators."

18, par. 1, section (b). In the first line, before "vacancies," insert "vacancy or"

18, par, 1, section (d). In the fifth line, after "unsigned," insert "or incomplete."

25. In the second line omit "as nearly as may be."

In the first line, after the word "Council," insert the concluding sentence, "exclusive of, &c., mentioned," instead of in its present place.

28. In the third line, before "the next," insert "the same or."

30. In the first line, strike out "all" and substitute "the President, Vice-President, and"

32. In the fourth, fifth, and sixth lines strike out from "notice" down to "office," both inclusive, and substitute "a notice or notices in writing, signed by them nominating any qualified member or members as a member or members of the Council, or for any vacant office."

In the eighth and ninth lines strike out from "candidate" to "of it," both inclusive, and substitute "candidate or candidates, and shall be signed by him or them and such notice or notices or the purport thereof."

33. In the third and fourth lines, for "intended" to "be proposed" substitute "nominated."

In the fifth and sixth lines, for "intended proposers and seconders" substitute "nominators."

40. In the third line, after society, insert, "and from the exercise of all other rights and privileges of a member."

57. In the fourth line, in lieu of "at such time as the Council shall direct," substitute "after seven days' previous notice in writing by the secretary, and continued neglect of payment."

65. In the third line, on page 14, for "ten" substitute "twenty-one."

And we request that a copy of this notice may be fixed up in the Hall of the Society, and be sent to every member of the Society.

Dated this 29th day of April, 1873.

ARTHUR E. FINCH,
2, Gray's Inn Square, London.
BENGAMIN G. LAKE,
10, New Square, Lincoln's Inn, London.

To the Council of the Incorporated Law Society of the United Kingdom.

I do hereby, as a member of the above Society, and in pursuance of the 16th Bye-law of the society, give you notice that it is my intention, at the special general meeting of the society to be held on Wednesday, the 21st day of May next, to move the enactment of a new Bye-law, of which the following is the substance:—

"That a general meeting of members of the Society not qualified to serve as members of the Council, as provided by the 25th Bye-law, be held the first Tuesday in every month, with certain exceptions, for the discussion of all matters likely to conduce to the benefit of the society. All resolutions come to at such meetings to be submitted to the Council."

I shall also move the following alteration in Bye-law 25. To strike out the word "ten," and insert in lieu thereof the word "seven."

Dated this 29th day of April 1873.

CHAS. FORD,
1, Howard-street, Norfolk Street, W.C.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, on Wednesday last, Mr. Sidney Smith in the chair; the other directors present being Messrs. Brook, Burton, Cookson, Hedger, Lake, Payne (Liverpool), Rickman, Rose, Shaen

and Torr. A sum of £50 was distributed in grants of assistance to the necessitous families of deceased solicitors *not* members of the association; four new members were admitted, and other general business transacted.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday last the question discussed was as follows:—Is there an implied contract by a cab-owner who lets out a horse and cab to a cabman at so much a day, that the horse is reasonably fit to be driven in a cab, although the cab-owner may have no knowledge of its unfitness." The debate was opened in the affirmative by Mr. Page, and so decided.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held on Wednesday last, Mr. N. Hanhart in the chair. Mr. Arnold opened the subject for the evening's debate, viz.:—"That no political meetings should be allowed in the Metropolitan Public Parks." The motion was carried by a majority of four.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A meeting of this Society was held at the Law Library, on April 29th, M. H. Box, Esq., solicitor, occupying the chair. There was a large attendance of members. The subject for discussion was "Ought a Barrister to practise in the town of which he is the Recorder." Mr. Dymond opened in the affirmative, and was followed by Mr. Fenwick in the negative, on which side it was ultimately decided by a considerable majority. The annual meeting terminating, the session was then held, when the following report was read and adopted.

Pursuant to the Rules of this society, the committee beg to present a report of the proceedings of the past session, which report they trust will be deemed satisfactory by the members generally.

The session just ended dated from the 1st October, 1872, the first meeting for the purpose of debate being held on that day; since which date the Society has met fortnightly the total number of meetings held being fifteen. The greatest number of members present at any one meeting was eighteen, and the smallest number nine. The average attendance has been fourteen against twelve last session.

The committee feel assured that the treasurer's report will meet with the approval of the Society, showing as it does a considerable balance in hand.

The committee cannot help expressing their sincere thanks to the profession generally in Bristol for the hearty interest they have continued to take in the Society, and especially to those gentlemen who have so kindly presided at the meetings for debate. They also desire to thank the Bristol Incorporated Law Society for kindly allowing them the use of the Law Library.

Since the commencement of the session nine new members have been elected, and the committee would earnestly request members to induce those articled clerks who have not already joined the Society to send in their names to the Secretary to be proposed for election next session."

The Committee for the past session then retired, and the three members who offered themselves for re-election together with two new members were appointed to be the committee for the next session.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were, on Wednesday, called to the degree of Barrister-at-Law:—

Lincoln's-inn.—Charles William Pinkstan Overend, B.A., Cambridge; Edmund Probyn Godson, B.A., Cambridge; John Turner, B.A., Oxford; Edward Montague Forster, B.A., Cambridge, Scholar of Downing College; Harry Lyndsay Manby, B.A., Cambridge; William Austen Leigh, M.A., Cambridge, Fellow of King's College; Kenneth Augustus Muir-Mackenzie, B.A., Oxford; Lionel Lancelot Shadwell, B.A., Oxford; Arthur Frederick Gurney, University of London; Francis Montagu Muirhead, B.A., Cambridge; William Edward Sanger; Richard Frederick Stevens, B.A., Cambridge; Ernest Baggallay, B.A., Cambridge; John Frederick Seton Chisholm; Charles Joseph Ruscombe Poole, University of London; William Percival Gratwicke Boxall, B.A., Cambridge; Francis Hunter; Charles Grant Church; and Charles Blake Winchester, Esqs.

Inner Temple.—Alexander Spencer Henry Mackay, Oxford; James Tynte Agg-Gardner, Cambridge; Edwin Hodge Banks, B.A., Cambridge; John Bigland Wood, LL.B., Cambridge; Frederic Williams, B.A., Cambridge; Francis Main, M.A., Oxford; Samuel Leeke, B.A.; Henry Stokes, Cambridge; John Frederick Stancomb, B.A., Cambridge; John Rahere Paget, B.A., LL.B., Cambridge; Herbert William Lush, B.A., Cambridge; Norman Charles Macleod; Reginald Hardy, B.A., Oxford; William Montague Hammett Kirkwood; Phillip George Skipwith, Oxford; James Butler Gallie, Dublin; the Hon. Henry Robert Hepburn Scott, B.A., Oxford; Edward Martin Langworthy, Oxford; Robert Purvis, B.A., Cambridge; Henry Hurrell, LL.B., Cambridge; and Henry Best Hans Hamilton, Esqs.

Middle Temple.—Alexander Glen, B.A., LL.B., Christ's College, Cambridge; Albert Henry Bencke, M.A., Brasenose College, Oxford; William John Hyne Clark; Edward Crawford Corry; Joseph Harkness Tickell, B.A., Jesus College, Cambridge; William Alexander Lindsay, M.A., Trinity College, Cambridge; Robert Henry Metge, A.B., LL.B., Trinity College, Dublin; Alfred Graham Stewart; William Erskine, B.A., Trinity College, Dublin; and Stephen James Cracknall, Esqs.

COURT PAPERS.

COURT OF CHANCERY.

ORDERS OF COURT.

Saturday, the 26th day of April, 1873.

Whereas by the 5th of the Consolidated Orders of this Court, rule 6, it is provided that the Lord Chancellor may from time to time, by special order, direct the offices to be closed on days other than those mentioned in the first rule of the said order; and whereas Saturday, the 24th day of May next, has been appointed for the celebration of her Majesty's birthday, and such event has been heretofore observed as a general holiday in the several offices of this Court; his Lordship doth therefore order that the several offices of this Court be closed on Saturday, the 24th day of May next, and that this order be entered and set up in the several offices of this Court. SELBORNE, C.

Thursday, the 1st day of May, 1873.

Whereas by an order made by me, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, and the Right Honourable John Lord Romilly, Master of the Rolls, dated the 5th day of April, 1873, in pursuance of the 30th section of the Act of the 5th year of her present Majesty's reign, chapter 5, intituled "An Act to make further provision for the administration of Justice," and of all other powers and authorities enabling us in that behalf, we did order and direct that all causes and matters which were then, or which until further order should be, depending for hearing or determination before the Master of the Rolls should be heard and determined by the Lord Chancellor, and did also order and direct that, notwithstanding the 5th rule of the 6th of the Consolidated Orders of the Court of Chancery, all matters, petitions, rehearings (otherwise than by way of appeal), and further proceedings in causes then, or to be thereafter, marked with the name of, or transferred to, the Master of the Rolls, should, until further order, be heard before the Lord Chancellor. Now I do hereby order and direct that any causes and matters, petitions, rehearings, and further proceedings in causes which may have been, or may hereafter be, heard and determined by me, pursuant to the said recited order, may upon application according to the ordinary course (and without special leave being first obtained), be reheard before the Court of Appeal in Chancery. SELBORNE, C.

Friday, the 2nd day of May, 1873.

Whereas from the present state of the business before the Lord Chancellor and the Master of the Rolls respectively, it is expedient that a portion of the causes set down before the Lord Chancellor to be heard before the Vice-Chancellors Sir Richard Malins and Sir John Wickens should be transferred to the Book of Causes for hearing before the Master of the Rolls. Now I do hereby, with

the concurrence of the Master of the Rolls, order that the several causes set forth in the first schedule, hereunto subjoined, be accordingly transferred from the Book of Causes standing for hearing before the Vice-Chancellor Sir Richard Malins, to the Book of Causes for hearing before the Master of the Rolls; and that the several causes mentioned in the second schedule, hereunto subjoined, be accordingly transferred from the Book of Causes standing for hearing before the V.C. Sir John Wickens to the Book of Causes for hearing before the Master of the Rolls. And I do further order, that all causes so to be transferred (although the bills in such causes may have been marked for the Vice-Chancellor Sir Richard Malins and the Vice-Chancellor Sir John Wickens respectively, under the 6th of the consolidated orders of this Court, and notwithstanding any orders therein made by the said Vice-Chancellors respectively, or their predecessors) shall hereafter be considered and taken as causes originally marked for the Master of the Rolls, and be subject to the same regulations as all causes marked for the Master of the Rolls are subject to by the same orders; provided, nevertheless that no order made by the said Vice-Chancellors respectively, or their predecessors in any such causes shall be varied or reversed otherwise than by the Lord Chancellor or the Lords Justices.

And this order is to be drawn up by the Registrar, and set up in the several offices of this Court.

SELBORNE, C.
ROMILLY, M.R.

The First Schedule.

From the Vice-Chancellor Sir Richard Malins' Book.

Melrose v Mounsey Cause	1871	M	122
Lloyd v Jones Motion for decree ...	1871	L	56
Saunders v Knight Bruce Mtn. for dec.	1871	S	164
Fray v. Jones Cause	1871	F	63
Sheard v. Sheard Motion for decree ...	1872	S	35
Smith v. Truscott Motion for decree ...	1872	S	11
Ayerst v. Jenkins Motion for decree ...	1872	A	7
Godfrey v. D'Avigdor Mtn. for dec. ...	1872	G	14
Jackson v. Adams Motion for decree ...	1871	J	12
Pooley v. Foster, Bart. Cause with witns.	1870	P	122
Hards v. King Cause with witnesses ...	1870	H	322
Freke v. Lord Carbery Mtn. for dec. ...	1872	F	46
Croaker v. Standing Mtn. for dec. ...	1871	C	160
Simey v. Edwards Motion for decree ...	1870	S	264
Hunt v. Ingledew Motion for decree ...	1871	H	88
Fortune v. Thompson Cause with witns. and summons	1871	F	57
Beckerley v. Beckerley Mtn. for dec. ...	1872	B	97
Innes v. Mathias Motion for decree ...	1871	I	85
Fane v Fane Cause	1871	F	84
Boatwright v Boatwright Cause ...	1870	B	334
Perren v Russell Motion for decree ...	1872	P	111
Marler v Tommas Motion for decree ...	1872	M	31
Chambers v Saffery Motion for decree...	1872	C	164
Scott v Laver Motion for decree ...	1870	S	305
Lewis v Musgrove Motion for decree ...	1872	L	19
Hamilton v Nott Cause	1871	H	84
Neal v Pearce Motion for decree ...	1872	N	28
Power v Williams Motion for decree ...	1872	P	17
Trethewy v Helyar Motion for decree ...	1872	T	41
Hadwen v Kenworthy Mtn. for dec. ...	1870	H	104
Thomas v Thomas Motion for decree ...	1872	T	131
Chambers v Chambers Mtn. for dec. ...	1872	C	153
Retallick v Huxham Cause	1871	R	85
Cameron v Leyland Cause	1870	C	252
Salmon v Brooks Cause with witnesses ..	1871	S	220
Wood v Wood Motion for decree ...	1871	W	192
Rowlandson v Mercer Motion for dec. ...	1872	R	39
Murrell v Ferryman Cause with wits. ...	1871	M	114
The Comptoir D'Escompe de Paris v The Consolidated Bank, Limited Cause with witnesses	1871	P	9
Sidney v Sidney Motion for decree ...	1871	S	140
Gibson v Woodruff Cause with wits. ...	1872	G	20
Izod v Power Motion for decree ...	1872	I	98
Manley v Martin Motion for decree ...	1871	M	48
Clarke v Clarke Motion for decree ...	1872	C	172
Somes v Renton Motion for decree ...	1872	S	231
Hill v Fry Motion for decree	1872	H	116
Hayne v Hayne Motion for decree ...	1872	H	268
Graesser v Crowther Cause	1871	G	193
Kenworthy v Coffin Motion for decree...	1872	K	4
Faulkner v Kershaw Cause and dem. ...	1872	F	49
Mair v Mair Motion for decree ...	1872	M	65
Wynne v The North Staffordshire Railway Company Motion for decree	1872	W	107
Overend, Gurney and Company, Limited v Brett Motion for decree	1871	O	20
Hodges v Wieland Motion for decree ...	1871	H	271
Outin v Heathcote Motion for decree ...	1867	O	39
Larkins v Phipps Motion for decree ...	1871	L	130
Falkner v The Somerset and Dorset Railway Company Motion for decree ...	1872	F	98
Cruickshank v Bland Cause	1871	C	242
Rice v Castle Motion for decree... ...	1872	R	106
Steers v Eveleigh Cause	1871	S	134

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From the Vice-Chancellor Sir John Wickens' Book.

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Wilkinson v Wilkinson Motion for dec.	1872	W	143
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Clarke v Allison Motion for decree ...	1872	C	45
Dent v Hoye Motion for decree ...	1872	D	81
Hill v Hill Motion for decree	1872	H	156
Wodehouse v Cox Motion for decree ...	1872	W	26
Burton v Maw Cause with witnesses ...	1872	B	6
Mapleson v Bentham Motion for decree...	1871	M	222
Rowe v. Rowe Motion for decree ...	1872	R	54
White v Matthews Motion for decree ...	1869	W	151
White v Latter Motion for decree ...	1869	W	152
Cleary v Kennington Mtn. for dec. ...	1872	C	186
The Blake Sole Sewing Machine Company Limited v Hart Motion for decree ...	1872	B	234
Bolton v White Motion for decree ...	1872	B	157
Stokes v King Motion for decree ...	1871	S	221
Fletcher v Fletcher Motion for decree ...	1872	F	8
Holland v Gutch Motion for decree ...	1872	H	49
Shrimpton v Thomson Motion for decree	1872	S	252
Martin v The Kent Coast Railway Cmpny. Motion for decree	1872	M	81
Maxfield v Burton Motion for decree ...	1872	M	143
The Ystalyfera Iron Company v The Neath and Brecon Ry. Co. Motion for decree	1871	Y	11
Budd v The Neath and Brecon Railway Company Motion for decree	1871	B	261
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Rowsell v Morris Motion for decree ...	1872	R	28
Worsell v Worsell and Others Cause with witnesses	1872	W	84
Worsell v Worsell Cause with Witnesses	1872	W	112
Watson v Boss Motion for decree ...	1870	W	198
Jeffrey v Hopkins Motion for decree ...	1872	J	85
Smith v Keysell Cause	1871	S	107
Pearson v Hall Motion for decree ...	1871	P	151
Nicholson v Welsh Motion for decree ...	1871	N	54
Jackson v Paul Motion for decree ...	1871	J	72
Brayshay v Robinson Motion for decree	1872	B	379
Kellaway, Pauper, v Douglas Motion for Decree, witnesses before examiner ...	1871	K	20
The Ramsgate District Local Board v Daniel Cause...	1872	R	58
Dickson v Dickson Motion for decree ...	1871	D	63
Averill v Beeston Motion for decree ...	1872	A	75
Holden v Holden Motion for decree ...	1872	H	128
Smith v Smith Motion for decree ...	1872	S	37

SELBORNE, C.
ROMILLY, M.R.

N.B.—The Lord Chancellor will not hear any of the above causes before Tuesday, the 27th of May instant.

R. H. LEACH, Registrar.

ACCOUNTANTS ACTING AS ATTORNEYS.—On May 2nd, before Mr. Serjeant Tindal Atkinson, Judge, there was tried an action, brought by Ann Phillipson, who keeps a grocer's shop in Leeds Road, Huddersfield, to recover from John Hayton, of 28, Mount Street, Halifax, £1 12s. for groceries. It appeared, that on behalf of the defendant (who did not appear, but was represented by his wife), Mr. Henry Wilde, accountant, Huddersfield, had entered a plea of the Statute of Limitations to the claim, and a notice to the effect that that plea would be set up had also been sent to the plaintiff. It appeared that on a former occasion Mr. Wilde had

performed a similar service for the defendant, and that he had been paid five shillings for it. A similar charge had been made in this case, but it had not yet been paid. His Honour remarked that nothing could be more improper, and if the case in which the money had been paid had come before him, he should have treated it as a contempt of Court, and have sent the accountant to gaol. Mr. John Sykes, solicitor, who was in court, handed a letter from defendant's wife up to the Judge, in which he said Mr. Wilde purported to have acted as a solicitor. The letter was as follows:—"Memorandum.—From Henry Wilde, accountant, and financial and estate agent, 4, New Street, Huddersfield, May 1st, 1873. To Mr. Jno. Hayton, 28, Mount Street, Halifax. I have enquired at the Court the last thing before closing time, and they have had no order to strike your case out. It will therefore be necessary for you to be here to-morrow by ten o'clock, and you must bring your certificate under your deed of assignment, to show that you have made an assignment since the goods were sold, if the plea of Statute of Limitations will not hold good. Be here a little before ten."—The above bore no written singnature. His Honour after perusing this, said it was clearly an illegal act. If such an offence as an accountant receiving money for any services he rendered as an attorney was brought to the knowledge of the Law Institution they would prosecute the party. If such a case came before him he should take it to be an offence under the 35th section of 6 and 7 Vict. c. 73, and should try the question by sending him to goal or inflicting a fine—Mr. Sykes said that Mr. Wilde had been in an attorney's office for something like fifteen years, and it was a very bad case indeed.—It was held that the plea was not a good one, and his Honour gave a verdict for the plaintiff.—(We append the section referred to by his Honour:—"Persons prosecuting or defending actions in any court without being admitted or enrolled, not being the plaintiffs or defendants, to be incapable of maintaining any action for fees, and such offence to be deemed a comtempt of Court and punished accordingly.")—*Huddersfield Examiner.*

Testimonial to a County Court Judge.—On Friday afternoon a meeting of the legal profession was held in the Registrar's Room at the County Court, Halifax, to take into consideration the desirableness of testifying the high respect and esteem in which the Judge (Mr. Serjeant Tindal Atkinson) is held by the members of the legal profession practising in his circuit, comprising Halifax, Huddersfield, Dewsbury, Holmfirth, Pontefract, and Saddleworth. Mr. Wm. Foster was appointed chairman. —On the motion of Mr. Jubb, seconded by Mr. Storey, it was resolved that the legal profession should take the opportunity afforded by the opening of the new County Court to carry out the object for which the meeting had been convened.—On the motion of Mr. Longbottom, seconded by Mr. England, a committee was appointed to carry out the above resolution.—Mr. Godfrey Rhodes was appointed hon. secretary, on the proposition of Mr. Storey, seconded by Mr. Barstow.—It is intended to celebrate the event by a banquet, to be held in June, on which occasion it is expected the Right Hon. James Stansfeld, M.P., and Col. Akryod, M.P., will be present.

The late Mr. Hope Scott.—A correspondent of the *Times* who knew the late Mr. Hope Scott intimately writes—"It would be an injustice to the memory of one so well known and so esteemed to permit his decease to pass by without further notice. He began a career full of promise by undertaking the defence of the University of Oxford at the Bar of the House of Lords. The brilliancy of that defence secured his future, and, during a long and most able career at the Parliamentary Bar, he early acquired, and maintained throughout, the respect and admiration of all with whom he came in contact. Gracious in manner, of noble mien, as acute in argument as he was persuasive, Hope Scott's name figured for 25 years in almost every great undertaking brought before Parliament, and when health obliged a premature retreat from the committee-room he left the scene of his labours regretted alike by clients and opponents. Much of the latter part of his life was spent at Hyères, which shared with Scotland his widely-spread charity.

Mr. Edwin James.—The decision of the majority of the Judges sitting at Serjeants' Inn having precluded Mr. Edwin James from resuming his position at the bar, he has, the *Hour* understands, entered into articles of clerkship with Mr. Roberts, solicitor, of Moorgate-street, with a view to his admission to practite as an attorney and solicitor in London.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, May 9, 1873.

3 per Cent. Consols, 93⅝	Annuities, April, '85 9⅞
Ditto for Account, June 3, 93⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92 ½	Ex Bills, £1000, — per Ct. par
New 3 per Cent., 92½	Ditto, £500, Do —par
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —par
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 245
Annuities, Jan. '80 —	Ditto for Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	112
Stock	Caledonian	100	98
Stock	Glasgow and South-Western	100	128
Stock	Great Eastern Ordinary Stock	100	40½
Stock	Great Northern	100	120½
Stock	Do., A Stock*	100	135½
Stock	Great Southern and Western of Ireland	100	114
Stock	Great Western—Original	100	123
Stock	Lancashire and Yorkshire	100	149
Stock	London, Brighton, and South Coast	100	73½
Stock	London, Chatham, and Dover	100	22¾
Stock	London and North-Western	100	143½
Stock	London and South Western	100	106
Stock	Manchester, Sheffield, and Lincoln	100	79
Stock	Metropolitan	100	70½
Stock	Do., District	100	32¾
Stock	Midland	100	136
Stock	North British	100	71½
Stock	North Eastern	100	161
Stock	North London	100	119
Stock	North Staffordshire	100	76
Stock	South Devon	100	72
Stock	South-Eastern	100	108

* A receives no dividend until 6 per cent. has been paid to B.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '73
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 105
Ditto 5 per Cent., July, '80 111½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 105	Do. Do, 5 per Cent., Aug. '73 101
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Enfaced Ppr., 4 per Cent. 97	Ditto, ditto, under £1000

Money Market and City Intelligence.

The Bank rate of discount was raised on Wednesday from 4 per cent. to 4½ per cent. The proportion of reserve to liabilities is now rather below 33 per cent. During the week there has been considerable depression in the railway market. There was some little improvement on Wednesday but this was not maintained. Foreign securities have been equally flat. Spanish were offered on Thursday at 19⅝.

Messrs. Shorter & King are authorised to dispose of 25,000 shares of the Newcastle Chemical Works Company (Limited). The shares form part of the capital of the company, which consists of 60,000 shares of £10 each, on which £7 per share has been called up. It is not expected that more than an additional £1 per share will be required, except in the event of the enlargement of the works or business, in which case a commensurate increase in the earnings will of course result. Price of subscription £10 per share (being £3 per share premium). The prospectus states that the company is one of the most successful and extensive manufacturing concerns in the kingdom, and is in the full tide of prosperity. Subscribers will be entitled to the half-yearly dividend to be declared in July next, including the benefit of all profits from 1st January last.

The Prospectus of the Coal Gas Improvement Company (Limited) has been issued. The capital, consisting of £100,000 in 20,000 shares of £5 each, the half of which is now offered for subscription. The company is formed for the purpose of purchasing and utilising Upward & Cochrane's "Patent for improvements in the manufacture of gas," which is for the employment of bitumen in admixture with ordinary or inferior coal for the manufacture of gas. This patent commends itself specially to all proprietors of coal gas companies, because, unlike some projects presented to the public for the manufacture of gas on new principles, as well as for the use of other

agencies than coal, all of which demand more or less a change in existing works, no alteration whatever is required when using this process, and, therefore, it will not only exercise a conservative influence on the vast amount of capital invested throughout the United Kingdom and elsewhere, in gas property, but greatly enhance its value, and more so when the increasing demand for gas of high illuminating power, and the high price of coal, are taken into consideration. James Glaisher, Esq., chairman of the Harrow Gas Company, and Jabez Church, Esq., President of the Society of Gas Engineers, have joined the board of directors.

BIRTHS.

ABBOTT—On May 4, the wife of Barker James Abbott, Esq., solicitor, No. 21, Worship-street, E.C., of a son.

ADCOCK—On May 5, the wife of F. Poland Adcock, L.L.M., solicitor, Cambridge, prematurely, of a son.

BIRLEY—On April 30, at 4, Wells-road, Regent's-park, the wife of Wm. H. Birley, Esq., barrister-at-law, of a son.

BRIGGS—On May 3, at 1, St. John's-place, Abbey-road, N.W., the wife of Thomas Henry Briggs, Esq., barrister-at-law, of a son.

ESTATE EXCHANGE REPORT.

AT THE MART.

MAY 6.—By Messrs. DEBENHAM, TEWSON, and FARMER.

West Croydon.—Nos. 95, 96, 97, and 98, Queen's-road, freehold—sold £560.

By Messrs BELTON.

Westbourne-park.—The lease and goodwill of the Westbourne Tavern, term, 30 years—sold £4,100.

By Messrs. CHINNOCK, GALSWORTHY & CHINNOCK.

Hants.—Near Portsmouth, Drayton Farm, comprising 244a. 1r. 34p., freehold—sold £17,000.

Maida-vale.—No. 165, term 62 years—sold £2,200.

Hendon.—Mill-hill, two enclosures, containing 12a. 0r. 54p., freehold—sold £1,650.

Two cottages and 7a. 1r. 11p. —sold £1,000.

Pimlico.—No. 260, Vauxhall-bridge-road, term 12 years—sold £290.

Chelsea.—No. 2, Moore-street, term 80 years—sold £460.

No. 7, Moore-street, same term—sold £460.

By Messrs. DRIVER.

Isleworth.—A freehold residence, with stabling, and 2a. 1r. 30p. sold £1,800.

Nos. 4, 5, and 6, South-street, freehold—sold £1,000.

No. 9, South-street—sold £400.

Bedford.—The Manor of Shefford-with-Campton—sold £340.

LONDON GAZETTES.

TUESDAY, April 29, 1873.

LIMITED IN CHANCERY.

Lancashire Clog and Shoemaking Company (Limited).—Petition for winding up, presented April 24, directed to be heard before Vice Chancellor Malins, on Friday, May 30. Westall and Co. Leadenhall st; agents for Goodman, Liverpool, solicitor for the petitioners.

Wallasey Tramways Company (Limited).—By an order made by Vice Chancellor Malins, dated March 21, it was ordered that the above company be wound up. Ashurst and Co, Old Jewry, solicitors for the petitioner.

FRIDAY, May 2, 1873.

LIMITED IN CHANCERY.

Undercliff (Isle of Wight) Hotel Company (Limited).—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims to John Wilson Noble, 26, Budge row, Cannon st. Tuesday, June 10 at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, May 6, 1873.

UNLIMITED IN CHANCERY.

Teignmouth and General Mutual Alliance Assurance Association.—By an order made by the Master of the Rolls, dated April 26, it was ordered that the above Association be wound up. James and Co, Ely place; agents for Whidborne and Tozer, Teignmouth, solicitors for the petitioner.

STANNARIES OF CORNWALL.

FRIDAY, May 2, 1873.

New Kingston Tin Mining Company (Limited).—Petition for winding up, presented April 29, directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Wednesday, May 14 at 11. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before the 12th day of May, and notice thereof must, at the same time be given to the petitioner, his solicitor or agent. Cock, Truro; agent for Stacpoole, Pinner's Hall, Old Broad st, petitioner's solicitor.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, April 29, 1873.

Baritrop, Mary, Epping, Essex, Widow. May 22. Baritrop v Sheal, V.C. Malins. Raw, Furnival's inn

Byam, Sir William, Westwood, Southampton. June 21. Stand v Byam, V.C. Wickens Sharp and Harrison, Southampton

Lean, Samuel, Falmouth Cornwall. May 23. Lean v Lean, V.C. Bacon. Genn, Falmouth

Maynard Honourable Marianne, Oakley st, Kings-road, Chelsea, Spinster. May 23. Ives v Reade, M.R. Ellis and Ellis, Spring gardens, Westminster

Pickford, John, Congleton, Chester, Gent. May 19. Pickford v Alston, V.C. Bacon. Fox, Manchester

Sewell, John, Rosendale House, Streatham, Gent. June 2. Spiers v Downing, V.C. Malins. Barton and Pearman, Kennington rd, Lambeth

FRIDAY, May 2, 1873.

Butterwick, Robert, Copenhagen st, Islington, Builder. May 16. Butterwick v Wyatt, V.C. Wickens. Parker and Co, Bedford row

Jones, John, Richmond crescent, Barnsbury, Gent. May 31. McEvoy v Jones, V.C. Bacon. Glynes, Leadenhall st

Kieckhoefer, Gustavus, Stainton terrace, Blackheath, Esq. June 4. Webb v Childs, V.C. Wickens. Harling, Fleet st

Round, Simeon, Bloomfield, Tipton, Stafford, Maltster. May 25. Aston v Round, V.C. Wickens. Round, Tipton

TUESDAY, May 6, 1873.

Clark, Thomas, Tattershall, Lincoln, Gent. June 2. Petchell v Petchell, V.C. Wickens. Holdich, Sleaford

Covell, Alfred, Sydenham, Kent, Butcher. July 2. Covell v Covell, M.R. Kingsford, Essex st, Strand

Griffiths, David, Ynysudor, Cardigan. May 31. Griffiths v Trevethan, V.C. Malins. Hughes and Son, Aberystwith

Hopkin, Harriett, Bristol, Widow. June 4. Michael v Salmon, V.C. Wickens. Ley, Carey st, Lincoln's inn

Read, Cordelia Angelica, Stamford st, Blackfriars, Spinster. June 16. Shepheard v Beetham, V.C. Malins. Shepheard, Finsbury circus

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, April 29, 1873.

Arbuthnot, Robert Keith, Bart, Fiorence, Italy. June 7. Francis, Austin Friars

Ashby, George, Eastbourne, Gent. June 24. Champion and Co, Ironmonger lane, Cheapside

Barnard, John, High Easter, Essex, Farmer. June 24. Duffield and Bruty, Tokenhouse yard

Batt, Elizabeth, Carleton rd, Maida vale, Widow. June 30. Burgoynes and Co, Oxford st

Beecroft, Amelia, Richmond rd. Barnsbury, Widow. June 30. Fielder and Sumner, Godliman st, Doc or's commons

Clarke, Ann, East Markham, Nottingham, Widow. May 19. Marshall and Sons, East Retford

Claydon, Albert Decimus, Cambridge, Auctioneer. May 20. Barlow and Co, Cambridge

Cobb, John, Kirkburn, York, Shoe Maker. May 24. Bainbridge, Middlesborough

Crisp, Sarah, Wisbech, Cambridge, Spinster. June 1. Partridge and Edwards, King's Lynn

Cuthbert, Richard, Nightingale rd, Tottenham, Gent. May 31. Farrer and Co, Knight Rider st

Dewhurst, Ann, Thurnham, Lancashire, Widow. June 1. Johnson and Tilly, Lancaster

Dorling, Henry, Croydon Surrey, Gent. June 1. White, Epsom

Eley, William Gillott, Kingston-upon-Hull, Plumber. July 25. Sparr, Kingston-upon-Hull

Forrester, Robert, Liverpool, Shirt Maker. May 20. Evans and Lockett, Liverpool

Fowler, Edward, Bedale, York, Chemist. June 2. Teale and Son, Bedale

George, Benjamin, St Paul's Churchyard, Silkman. June 1. Davidsons and Co, Baringhall st

Green, Elizabeth, Hume, Manchester, Widow. June 14. Wake, Sheffield

Hare, Henry, Great Baddow, Essex, Doctor. June 24. Duffield and Bruty, Tokenhouse yard

Henson, John Robert, Uxbridge, Middlesex, Surveyor. May 31. Woolls and Co, Uxbridge

Hilton, Rebecca, Denbigh, Spinster. June 14 Gold and Co, Denbigh

Kirton, Ellen, Downham rd, Kingsland, Widow. May 23. Mills and Lockyer, Brunswick place, City rd

Kitching, John, Church rd, De Beauvior Town, Kingsland, Doctor. May 31. Hubbard, Walbrook

Lloyd, John, Denbigh, Provision Dealer. May 31. Gee, Liverpool

Manful, Stephen, Reasor, Derby, Grocer. June 21. Cursham Ripley

May, William, Stisted, Essex, Farmer. June. 24. Holmes, Bocking, Essex

Mush, John, Farncombe, Surrey, Captain. June 10. Davidson, Spring gardens, Charing Cross

Powell, William, Merthyrmawr, Glamorgan, Farmer. June 18. Stockwood, Bridgend

Rose, Thomas James, Southampton. June 24. Coxwell and Co, Southampton

Sheffield, William, Old Broad st, Esq. May 7. Sheffield, Lime st

Smith, Samuel Henry, Wytch Farm, Dorset, Yeoman. May 24. Marchfield, Wareham

Thomas, Jane, Cardiff, Glamorgan, Spinster. June 5. Bradley, Cardiff

Thompson, John, High Harrogate, York, Butler. June 7. Newton and Co, York

Thore, John, Skinner's place, Leadenhall Market, Butcher. June 24. Duffield and Bruty, Tokenhouse yard

Waddingham, Edward, Brigg, Lincoln, Publican. Aug 5. Hett and Co

Webb, Ann, Quarry Bank, Kingswinford, Stafford, Widow. June 13. Lowe, Dudley

Wilson, Robert, York, Innkeeper. June 14. Newton and Co, York

FRIDAY, May 2, 1873.

Barritt Charles, Layer Breton Lodge, Essex, Farmer. June 3. Pope, Colchester
Bowdoin, Christina Semple, Florence, Italy, Spinster. June 14. Hargrove and Co, Victoria st
Burrow, John Guy, Wrayton Hall, Welling, Lancashire, Gent. July 1. Sharp and Son, Lancaster
Catlin, Frederick James, jun, Enfield, Middlesex, Corn Merchant. May 25. Fleming, New Kent rd
Cooke, William Robert, Slough, Bucks, Surgeon. June 2. Davis, New inn Strand
Dayle, Elizabeth, Crimplesham Hall, Norfolk, Widow. June 20. Reed, Downham, Market
Dennis, Elizabeth, Herbert st, New North rd, Hoxton, Widow. June 2. Wedlake and Letts, Mitre court, Temple
Elwood, Katharine, Clayton Priory, near Hurstpierpoint, Sussex, Widow. July 1. Domville and Co, New square, Lincoln's inn
Evans George, Abergwili, Carmarthen, Gent. July 1. Cleobury, Cheapside
Fletcher, Benjamin, Manchester, Publican. June 3. Hankinson, Manchester
Gathercole, Robert, Counter Hill, Deptford, Gent. May 30. Stone and Co, Finsbury circus
Godley, Thomas, Little Hale, Lincoln, Retired Farmer. June 10. Wiles and Co, Horbling
Goldstucker, Zacharias Wilhelm Albert, Great Tower st, Hide Merchant June 30. Woolf, King st, Cheapside
Graeff, Sarah Clewin, St Leonard's-on-Sea, Sussex, Spinster. May 31. Wyatt, Abchurch yard, Cannon st
Green, Hugh, Newton Hall, near Sudbury, Suffolk, Farmer. June 24. Turner and Co, Colchester
Handscombe, William Henley, Padbury Buckingham, Esq. June 2. Nelson and Hearn, Buckingham
Haslefoot, Elizabeth Mary, Boreham Manor, near Chelmsford, Spinster. June 14. Gepp and Sons, Chelmsford
Haynes, Robert, Thimbleby Lodge, York, Esq. July 1. Dodds and Co, Stockton-on-Tees
Miller, John, Rolleston, Notts, Gent. June 10. Miller, Terrace, Kennington Park
Moore, Joseph, Birmingham, Gent. June 2. Sargent, Birmingham
Painter, Elizabeth, Caroline st, Eaton square, Spinster. May 29. Woodbridge and Sons, Clifford's inn
Penney, Sarah, Great Burnstead, Essex, Spinster. June 1. Saxton, Cheapside
Rhodes, James, Bradford, York, Timber Merchant. June 21. Green, Bradford
Ridout, Mary Bidingfield, Maidstone, Kent, Spinster. June 30. Hughes and King, Maidstone
Robinson, Robert William, Bishopsgate st Without, Grocer. May 14. Trehern and Wolferstan, Ironmonger lane
Schroder, William Henry, Canon st, Union square, Islington, Oilman. June 2. Murray, Whitehall place
Schweizer, John Jacob, Southgate rd, De Beauvoir Town, Varnish Manufacturer. May 28. Taylor and Son, Field court, Gray's inn
Standage, Elizabeth, Lane, near Huddersfield, Widow. June 2. Drake, Huddersfield
Street, James, Keeley rd, Croydon, Gent. June 24. Schultz, Dyers buildings, Holborn
Thatcher, Charles Fox, St Mary's terrace, Paddington, Gent. June 2. Girdwood, Verulam buildings, Gray's inn
Tiplady, John, jun, Durham, Solicitor. July 1. Dodds and Co, Stockton-on-Tees
Walker, Charles Patton, Dawlish, Devon, Esq. July 31. Barfield, Plowden buildings, Temple
Wilkinson, Mary, Dunnington, York, Widow. May 24. Gray, York
Wilks, Emma Sophia, Edinburgh House, Turnham Green, Spinster. June 9. Batchelor, Essex st, Strand
Williams, William Rosser, Old square, Lincoln's inn, Esq. June 23. Bennett and Co, New square, Lincoln's inn
Woolley, Frances, Bullington, Chester. July 1. Baker, Manchester

TUESDAY, May 6, 1873.

Adamson, William Alfred, Davies st, Berkeley square, House Decorator, June 16. Parker and Co, St Paul's Churchyard, London
Atkinson, Antnony, Kingston-upon-Hull, Esq. June 11. Owst and Co Hull
Bacon William, East Coatham, York, Gent. June 1. Belk, Middlesborough
Browne, Rev Henry, Letheringsett, Norfolk. June 16. Wilkinson and Sloan, Holt
Burgess, Charles, Isfield, Sussex, Blacksmith. July 7. Hillman, Cliffe, Lewes
Ceely, Ann, Eltham, Kent, Widow. June 24. Bristow, Greenwich
Chadwick James, sen, York, Currier. June 14. Thompson, York
Cummins, Isabella, Middlesborough, York, Widow. May 23 Benington, Stockton-on-Tees
Dark, Jane, St John's Wood rd, Willow, June 15. Morgan, Somerset st, Portman square
Davis, William, Bisley, Gloucester, Gent. Oct 31. Winterbotham, Stroud
Dimond, James, Manchester, Licensed Victualler. Sept 29. Cobbett and Co, Manchester
Doniathorpe, Alfred, Belgrave, Leicester, Manufacturer. July 1. Fuller and Sons, Leicester
Edye, John, Cumberland place, Regent's Park, Esq. May 30. Davies & Co, Warwick st, Regent st
Ellis, John, St Thomas the Apostle, near Exeter, Devon, Porter. June 6. Fryer, Exeter
Fry, James Thomas, Barston Hayes, Kent, Esq. June 20. Fry, Hayes, Kent
Fuller, Charles, Baninyong East, Victoria, Australia, Station Master. Nov 1. Fleet, Hatton garden
Gomersall, John, sen, Dewsbury, York, Valuer. June 30. Watts and Son, Dewsbury
Griffin, Thomas, Winchcomb, Gloucester, Saddler. June 1. Baker, Abbey, Winchcomb
Harrison John, Croydon, Surrey, Gent. June 24. Hardisty and Rhodes, Great Marlborough st
Hoyle, John, Malta, Esq. June 15. Davies and Co, Warwick st
Kevile, Amelia, Bountry rd, St John's Wood, Spinster. June 30 Griffiths and Son, Birmingham
Law, David Edward, Seymour st, Portman square, Esq. July 10. Davidson, Spring gardens
Lean, Francis, Kennington, rd, Lambeth, Gent. July 1. Lydall Southampton buildings, Chancery lane
Lockie, Thomas, Mary st, Shepherd's Bush, Builder. July 1. Scaife Edgware rd
Marsh, George, Bucklersbury, Boot Maker. May 31. Childs and Batten, Fleet st
Mavingbord, Rev Francis Charles, South Ormsby, Lincoln. June 1. Wordsworth and Co, Threadneedle st
Newell, Henry Edmund, Gibraltar, Esq. July 5. Berkeley and Calcott, Lincoln's inn fields
Parkin, Thomas, Blyth, Nottingham, Gent. Aug 9. Cartwright & Son, Bawtry
Proctor, James Toyne, Osgodby, Lincoln, Gent. Sept 1. Hebb, Lincoln
Ray, William, Riplington, Southampton, Farmer. July 1. Collins, Winchester
Ross, John George Clunis, Keeling Islands, Ship Owner. June 1. Valpy and Chaplin, Lincoln's inn fields
Sherwood, Robert, Gaywood, Norfolk, Gent. June 14. Archer & Archer, King's Lynn
Stafford, Richard, Bradford, near Manchester, Beerhouse Keeper. June 24. Cobbett and Co, Manchester
Vaughan, John, Saltney, Flint, Farmer. July 30. Duncan and Pritchard, Chester
West, Jane, Liverpool, Spinster. June 30. Martin, Liverpool

Bankrupts.

FRIDAY, May 2, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Jenkins, William Edward, Brunswick yard, Princes st, Hanover square, Job Master. Pet April 29. Hazlitt. May 22 at 11
Richardson, Alexander, St George's rd, Pimlico, Gent. Pet April 29 Hazlitt, May 27 at 11

To Surrender in the Country.

Barton, John William, Evesham, Worcester, Corn Merchant. Pet April 30. Crisp. Worcester, May 15 at 12
Garratt, William Thomas, Salford, Lancashire, Thread Dyer. Pet April 30. Hulton. Salford, May 14 at 2
Gillies, John, Harrow-on-the-Hill, Middlesex, Baker. Pet April 26. Blagg. St Albans, May 17 at 12
Haley, Dirk Horatio, Birmingham, Civil Engineer. Pet April 29. Chauntler. Birmingham, May 22 at 2
Hammood, Abraham, and Nathan Nevard, Lewisham, Kent, Builders. Pet April 26. Pitt-Taylor. Greenwich, May 16 at 2
Rivett, James, Wollaston, Northampton, Builder. Pet April 29. Dennis. Northampton, May 17 at 11

TUESDAY, May 6, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Philpott, James, Westminster Bridge rd, Oilman. Pet May 2. Murray. May 23 at 11.30

To Surrender in the Country.

Bridge, Walter, St Leonards-on-Sea, Sussex, no occupation. Pet May 1. Young. Hastings, May 24 at 12
Farmery, George, Birmingham, Wine Merchant. Pet May 3 Chauntler. Birmingham, May 20 at 2
Fritche, Arthur Legassicke, Birmingham, Hollow Ware Manufacturer. Pet May 1. Chauntler. Birmingham, May 28 at 12
Hall, Benjamin, Dunt's hill, Garrett lane, Wandsworth, Clerk. Pet May 2. Willoughby. Wandsworth, May 23 at 11
Parkinson. Elizabeth, Brighton, Sussex, Dealer in Fancy Goods. Pet May 1. Eversheld. Brighton, May 20 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, May 2, 1873.

Harris, John, Sloane st, Chelsea, Artist. April 29
Harris, John, Wellington square, King's rd, Chelsea, Artist. April 29

TUESDAY, May 6, 1873.

Hyman, Maurice Abraham, Duke st, Spitalfields, Furrier. April 30
Owen, David, Machynlleth, Montgomery, Builder. April 19
Taylor, Liberty, Tunbridge Wells, Kent, Plumber. May 1

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, April 29, 1873.

Adams, John, Great Marlow, Buckingham, Auctioneer. May 12 at 3 at the Townhall, High Wycombe. Clark, High Wycombe
Anthony, Isaac, Llanarthney, Carnarvon, Auctioneer. May 15 at 11 at offices of Lloyd, High st, Haverfordwest
Appleby, Henry, Littleport, Cambridge, Grocer. May 7 at 11 at the Bell Hotel, Ely. Ellison, Cambridge
Ballard, Joseph Taylor, Bedford, Draper. May 9 at 3 at offices of Marshall, Lincoln's inn fields
Burton, William, and Robert Clarke, Wakefield, York, Grocers. May 15 at 11 at the Bull Hotel, Westgate, Wakefield. Parr and Anderson, York
Carless, Eugene, Leytonstone, Essex, Oilman. May 8 at 3 at offices of Marshall, Lincoln's inn fields
Carr, John, Exeter, Commercial Traveller. May 10 at 11 at offices of Campion, Bedford circus, Exeter

Clarke, William Booker, Manchester, Sculptor. May 12 at 12 at offices of Livett, Cross st, Manchester

Clifton, John, Leeds, Cab Proprietor. May 12 at 3 at offices of Dalton, Leeds.

Cook, Mary, and Jane Cook, Stamford Hill, Hackney, Proprietors of a Ladies' School. May 12 at 3 at offices of Butcher, Cheapside

Dalton, Charles Stanley, Cambridge st, Pimlico, Stationer. May 8 at 10 at Rochester row, Westminster, Willis, St Martin's court, Leicester square

Davis, John, Bridge, near Canterbury, Kent, Grocer. May 13 at 12 at the Fleur-de-lys Hotel, High st, Canterbury. Monckton and Son, Maidstone

Dawson, William Wellberry, Great Grimsby, Brick Manufacturer. May 8 at 1 at the Townhall, Great Grimsby. Grange and Wintringham, Great Grimsby

Dean, William, Liverpool, Pawnbroker. May 15 at 2.30 at offices of Bremner and Son, Dale st, Liverpool

Dodds, Edward, Bishop Auckland, Durham, Blacksmith. May 14 at 11 at offices of Robinson, Chancery lane, Darlington

Draper, Joseph, Gorleston, Suffolk, Butcher. May 13 at 12 at offices of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth

Drury, Rupert Alexander O'Brien, Dover, Kent, Surgeon. May 10 at 4 at the Victoria Hotel, Russell st, Dover. Minter, Dover

Dummelow, James, Dunster court, Mincing lane, Colonial Broker. May 9 at 12 at offices of Kemp and Co, Walbrook. Noton, Great Swan alley, Moorgate st

Dunn, John, Penge, Surrey, Boot Maker. May 12 at 2 at offices of Woolacott and Leonard, Gracechurch st

Lyer, William James, Castle st East, Oxford st, Builder. May 15 at 12 at offices of Linklater and Co, Walbrook

Evans, William, Thorne, rd, South Lambeth, Provision Dealer. May 14 at 2 at the Duke of York Tavern, Larkhall lane, Clapham. Basset, Tichborne st, Regent circus

Farrin, John, Tottenham, Middlesex, out of business. May 9 at 12 at offices of Lovering and Co, Gresham st

Feist, Thomas, Hayward's Heath, Sussex, Grocer. May 20 at 12 at the Station Hotel, Hayward's Heath. Waugh, Cuckfield

Feltham, Thomas Pratt, Portsea, Southampton, Grocer. May 9 at 12 at 145, Cheapside. Feltham, Portsea

Frost, Richard Dix, Bristol, Fishing Tackle Manufacturer. May 9 at 12 at Gregory's Hotel, Arundel st, Coventry st, London. Bedell

Garratt, John, Wolverhampton, Stafford, Grocer. May 10 at 11 at offices of Bolton and Co, Snow hill, Wolverhampton

Glaloussy, Artistides, Liverpool, Merchant. May 23 at 2 at the Law Association Rooms, Cook st, Liverpool. Gill, Liverpool

Gillard, William, Combe St Nicholas, Somerset, Farmer. May 21 at 3 at the George Hotel, Ilminster. Paull, Ilminster

Gilmore, George Robert Henry, Sunderland, Durham, Butcher. May 12 at 12 at offices of Ritson, West Sunside, Sunderland

Greenley, John Edward, Cornhill, Clerk. May 16 at 2 at office of Chubb, Bucklersbury

Harrold, Francis William, Yeovil, Somerset, Innkeeper. May 12 at 12 at the Elephant and Castle Hotel, Yeovil. Davies

Heath, Stephen, Hobson, St Ann's lane, 84 Martin's-le-Grand, Boot Maker. May 7 at 3 at offices of Stocken and Jupp, Leadenhall st

Helyar, Henry, Westow st, Upper Norwood, Fishmonger. May 12 at 3 at offices of Hicklin and Washington, Trinity square, Southwark

Henkel, Frederick William, Great Tower st, Importer. May 9 at 12 at offices of Crump, Philpot lane

Hewitson, Robert, Liverpool, Oakum, Merchants. May 19 at 2 at the Law Association, Cook st, Liverpool. May and Co, Adelaide place, London bridge

Higgins, William, Wakefield, York, out of business. May 10 at 11 at offices of Fernandes and Gill, Cross square, Wakefield

Howell, John, Carmarthen, Draper. May 14 at 12 at offices of Griffiths, Spitman st, Carmarthen

Ironmonger, Augustus Richard Sole, Mark lane, Colonial Broker. May 9 at 12 at offices of Randall and Angier, Gray's inn place, Gray's inn

James, James Underwood, Cheapside, Woollen Warehouseman. May 13 at 12 at 33, Gutter lane. Plunkett, Gutter lane

Jeffery, Samuel Allen, Ipswich, Suffolk, Furniture Dealer. May 20 at 3 at offices of Pollard, St Lawrence st, Ipswich

Johns, Henry, Clifton, Bristol, Assistant. May 10 at 12 at offices of Hancock and Co, Guildhall, Bristol

Johnson, Joseph, and Edwin Arthur Waddington, Burdett rd, Limehouse, Oakum Manufacturers. May 9 at 3 at offices of May and Co, Adelaide place, London Bridge

Jones, James, High st, Marylebone, Dining house Keeper. May 8 at 3 at offices of Harris and Finch, Welbeck st, Cavendish square

Jones, John Lloyd, Liverpool, Poulterer. May 12 at 12 at offices of Fowler and Carruthers, Clayton square, Liverpool

Knight, Stephen, Belvedere rd, Lambeth, out of business. May 6 at 2 at offices of Maniere, Gray's inn square

Knox, Thomas, Old Bailey, Boot and Shoe Manufacturer. May 12 at 12 at offices of Merriman and Co, Queen st

Lyon, James, Camberwell road, Watchmaker. May 8 at 3 at office of Loosemore and Reeve, Bishopsgate st Without. Batchelor, Southwark bridge rd

May, Eugene Sidney James, Brandis Corner, Devon, Auctioneer. May 10 at 2 at offices of May, Princes st, Spital square

Mitchell, William, Flaxman rd, Cold Harbour lane, Camberwell, Schoolmaster. May 7 at 2 at offices of Ody, Trinity st, Southwark

Morton, Thomas Jordan, Bristol, Grocer. May 9 at 12 at offices of Henderson and Salmon, Broad st, Bristol

Notley, George, Weymouth, Dorset, Baker. May 13 at 12 at the Auction Mart, Market st, Melcomb Regis. Howard

Nunn, William, Sutton, Cambridge, Coal Dealer. May 14 at 3 at office of Rogers, Minster place, Ely

Papadopulo, John, Grosvenor Park, Camberwell, Colonial Merchant. May 15 at 2 at offices of Cave, Finsbury circus

Potter, Elizabeth, Haverfordwest, Stationer. May 9 at 10.30 at the Townhall, Carmarthen. Lloyd, Haverfordwest

Richardson, Levi, Halifax, York, Bootmaker. May 12 at 3 at offices of Boocock, Black Swan Ginnel, Silver st, Halifax

Rickell, William, Oldham, Lancashire, Coachman. May 19 at 3 at office of Thomas and Wharton, St Ann's st, Manchester

Silk, Edward, and Joseph Jones, Westbromwich, Stafford, Ironfounders May 10 at 12 at offices of Jackson, Lombard st, Westbromwich

Singer, William, Cardiff, Gunsmith. May 9 at 11 at offices of Morgan High st, Cardiff

Skelton, William, Birmingham, out of business. May 12 at 3 at offices of Wright and Marshall, Townhall chambers, New st, Birmingham

Sparkes, Charles, Westbourne, Sussex, Grocer. May 10 at 11 at offices of Edmonds and Co, St James st, Portsea. Stening, Portsea

Spiller, Christian Clarke, and Edward Spiller, Westbourne grove, Paddington, Fancy Stationers. May 14 at 3 at the Guildhall Tavern, Guildhall yard. Hillearys and Tunstall, Fenchurch buildings

Stent, John, Belvidere villas, Upper Norwood, Gent. May 8 at 3 at offices of Bath and Co, King William st

St-vens, Edward, Brewer at, Woolwich, Auctioneer. May 13 at 3 at offices of Perry, Guildhall chambers, Basinghall st

Stones, Charles, Beevers bridge, near Snaith, York, Farmer. May 12 at offices of James, Victoria terrace, Goole

Sully, Albert, Exeter, Draper. May 12 at 12 at the Home Trade Association, York st, Manchester. Atkinson and Co, Manchester

Tattersall, William, Elland, Halifax, York, Stonemason. May 12 at 4 at offices of Storey, Cheapside, Halifax

Taylor, Houghton Barnes, Gresham buildings, Basinghall st, Wine Merchant. May 7 at 2 at offices of Hand, Coleman st

Toomer, John, Wolverhampton, Stafford Boot Manufacturer. May 8 at 11 at offices of Barrow, Queen st, Wolverhampton

Wallbank, William, Cannock, Stafford, Builder. May 13 at 11 at offices of Glover, Park st, Walsall

Warden, John, Harrow, Middlesex, Boot Manufacturer. May 15 at 3 at offices of Boydell, South square, Gray's inn

Warner, William, Harrogate rd, South Hackney, Commercial Traveller. May 19 at 2 at offices of Phipps, Farringdon st

Wayman, John, Denbigh, Bookseller. May 10 at 2 at the Crown Hotel, Denbigh. Roberts, Denbigh

Wearne, Edwin, Great Dover st, China Dealer. May 19 at 2 at offices of Tilley and Liggins, Finsbury place South

Weatherill, Henry, Stockesley, York, Cabinet Maker. May 13 at 11 at offices of Bellringer, High st, Stockton-on-Tees

Wells, Richard, Portland rd, Notting Hill, Grocer. May 7 at 2 at 12, Hatton garden. Marshall

Wells, Robert Henry, Leeds, Provision Dealer. May 12 at 3 at offices of Fawcett and Malcolm, Park row, Leeds

Weston, Israel Foster, West Grinstead, Sussex, Grocer. May 15 at 12 at the King's Head Hotel, Horsham. Medwin and Co, Horsham

Whisken, Edward Charles, Welshpool, Montgomery, Veterinary Surgeon. May 13 at 12 at offices of Harrison and Son, Berriew st, Welshpool

Wood, James, Pontefract, York, Bricklayer. May 12 at 2 at offices of Boulton, Pontefract

FRIDAY, May 2, 1873.

Aarons, Lewis, Lambeth walk, Lambeth, Clothier. May 16 at 3 at the Guildhall Coffee house, Gresham st. Chidley, Old Jewry

Ackrill, Benjamin, Nottingham, out of business. May 13 at 11 at offices of Simpson, St Peter's chambers, Nottingham

Auckland, Charles, Beal Bridge, near Pontefract, York, Corn Miller. May 16 at 4 at the Bull Hotel, Westgate, Wakefield. Terry and Robinson

Austrin, Anne, Norwich, Draper. May 21 at 4 at offices of Sadd, Church st, Theatre st, Norwich

Berry, James, Chorley, Lancashire, Dealer in Fancy Goods. May 14 at 11 at offices of Morris, Townhall chambers, Chorley

Brewster, Peter, Court Hill road, Lewisham, Builder. May 14 at 4 at offices of Pope, Great James st, Bedford row

Brigden, Timothy, King William st, Florist. May 20 at 1 at the Cannon st, Hotel. Moss and Sons, Gracechurch st

Briggs, John, York, Grocer. May 15 at 3 at offices of Brearey and Watson, Lendal, York

Broom, Robert, jun, Broxton, Cheshire, Innkeeper. May 20 at 3 at offices of Churton, Eastgate buildings, Chester

Bruce, Jeremiah, White Lee, Batley, York, Rag Dealer. May 17 at 1 at the George Inn, Heckmondwike. Iveson

Butcher, Alexander, Old Swan lane, Provision Merchant. May 13 at 3 at offices of Sole and Co, Aldermanbury

Chappel, Clement, Roman rd, Old Ford, Cheesemonger. May 12 at 3 at offices of Gower and Co, Cheapside Downes, Cheapside

Cooke, Charles Samuel, Longfleet, Poole, Chemist. May 16 at 11 at offices of Aldridge and Harker, King st, Poole

Cooper, William, Tradoxhill, Somerset, Carpenter. May 19 at 2 at offices of Ames, Cheap st, Frome

Cuby, Jacob, New Broad st, Export Merchant. May 14 at 2 at the Guildhall Coffee House, Gresham st. Sydney, Leadenhall st

Cunningham, Samuel, jun, Bishop's rd, Victoria Park, Glass Manufacturer. May 14 at 3 at offices of Taylor and Jaquet, South st, Finsbury square

Cutcliffe, Thomas Brown, High st, Borough, Tailor. May 19 at 2 at offices of Brown, Basinghall st

Davis, George Walter, Albion rd, Dalston, Public Singer. May 9 at 2 at offices of Simmons, New Bridge st, Blackfriars

Dawson, Alfred, Old Fish st, Chemist. May 19 at 11 at offices of Kilsby, Cheapside

Dearlove, John, West Hendred, Berks, Miller. May 15 at 2 at offices of Jotcham, Newbury st, Wantage

Diamond, Thomas Fuggle, Red Lion st, Watlington st, Warehouseman. May 15 at 2 at offices of Chubb, Bucklersbury

Dowson, George Withers, Carlyle terrace, Fairfield road, Bow, Gent. May 16 at 2 at offices of Walker and Co, Founder's hall, St Swithin's lane

Dunkley, John William Langston, Bunhill row, St Luke's, Rag Merchant. May 15 at 2 at offices of Green and Co, St Peter's alley, Cornhill

Durston, Edwin Morey, Bath, Somerset, Bootmaker. May 23 at 1 at offices of Collins, Abbey Churchyard, Bath

Egerton, Frederick, Birmingham, Commission Agent. May 13 at 12 at offices of Richardson, Waterloo st, Birmingham

Ellis, Mary Ann, Brighton, Sussex, Dealer in Fancy Goods. May 14 at 3 at 34, Old Jewry. Black and Co, Brighton

Fenton, Ferrar, Dewsbury, York, Artificial Manure Manufacturer. May 16 at 3 at offices of Chadwick and Son, Church st, Dewsbury

Foster, Robert, Stockton-on-Tees, Durham. Grocer. May 12 at 3 at offices of Draper. Finkle st, Stockton-on-Tees
Gaudin, Ernest James Ogden. Manchester, Manufacturers Agent. May 19 at 11 at offices of Thomas and Wharton, St Ann's st, Manchester
Godsall, John, Hereford, Tailor. May 13 at 12 at offices of Garrold, Palace yard, Hereford
Goldstein, David, Blomfield st, Restraurant Keeper, May 13 at 3 at offices of Lumley and Lumley, Old Jewry chambers
Green, Charles Henry, Wolverhampton, Stafford, Hatter. May 15 at 3 at offices of Willcock, Queen's chambers, North st, Wolverhampton
Greenwood, John, Rochdale, Lancashire, Flower hill, Fulling Miller. May 16 at 3 at offices of Molesworth and March, Drake st, Rochdale
Griffin, John, Upper Westbourne Park, Paddington, Builder. May 13 at 2 at offices of Nisbet and Co, Lincoln's inn fields
Hall, Charles, Manchester, Whitesmith. May 19 at 11 at 78, Cross st, Manchester. Hodgson
Hewett, Robert, Farnborough, Hants, Grocer. May 16 at 2 at the Bush Hotel, Farnham. Gesch Guildford
Hinchliff, Thomas Edwin, Halifax, York, Warp Maker. May 14 at 2 at offices of Pickard and Co, Square rd, Halifax. Wavell and Co, Halifax
Howlett, Thomas, Hanley, Stafford, Engineer. May 8 at 11 at office of Stevenson, Cheapside, Hanley
Humphries, Richard, Newbury, Berks, Draper. May 7 at 11 at the Great Western Hotel, Reading. Lucas, Newbury
James, Thomas, Lancaster st, Borough rd, and Joseph Lockwood Wingate, Carlton grove, Queen's rd, Peckham, Engineers. May 21 at 3 at offices of Evans and Co, John st, Bedford row
Jeffery, Samuel, Ipswich, Suffolk, Upholsterer. May 15 at 12 at 2, Princes st, Ipswich. Birkett, Ipswich
Jones John, Little Wenlock, Salop, Charter Master. May 20 at 12 at offices of Marcy, Wellington
Kidd, John, Halifax, York, Schoolmaster. May 15 at 11 at offices of Longbottom, Waterhouse st, Halifax
King, Walton, Bath rd, Somerset, Licensed Victualler. May 19 at 1 at offices of Daniel and Co, Broad st, Bristol. Taddy, Bristol
Kinns, Samuel, Highbury New Park, Schoolmaster. May 14 at 2 at Dick's Coffee house, Fleet st. Tromp, Essex st, Strand
Mackness Alfred, High st, Lower Norwood, out of business. May 13 at 11 at offices of Graham and Co, John st, Bedford row. Sydney, John st, Bedford row
MacKnight, Alexander, Liverpool, Marine Insurance Broker. May 27 at 11 at offices of Frodsham and Nicholson, Harrington st, Liverpool
Marks, Henry, Bishopsgate st Without, Tobacconist. May 21 at 1 at offices of Moss and Sons, Gracechurch st
Marsh, Joseph, Newcastle-under-Lyme, Stafford, Publican. May 9 at 11 at the County Court Offices, Hanley. Stevenson, Hanley
Maskell, Isaac, Ipswich, Suffolk, Boot Manufacturer. May 15 at 11 at offices of Watts, Butter market, Ipswich
Mason, John, Elizabeth st, Eaton square, Veterinary Surgeon. May 23 at 12 at 58, Grove place, Brompton. Morris, Leicester square
Massey, Joseph, Edgbaston Warwick, out of business. May 14 at 12 at offices of Fallows, Cherry st, Birmingham
McEwan, John, Stretford, Lancashire, Glass Dealer. May 21 at 3 at offices of Mann, Marsden st, Manchester
McKay, John, Burnley, Lancashire, Wine Merchant. May 16 at 12 at offices of Sale and Co, Booth st, Manchester. Creeke and Sandy Burnley
Miles, Henry, Ramsgate, Kent, Carpenter. May 15 at 3 at 1, York st, Ramsgate. Edwards
Miniati, Theodore, Manchester, Merchant. May 15 at 3 at offices of Sale and Co, Booth st
Morgan, William Straker, Blaenavon, Monmouth, Ironmonger. May 13 at 11 at offices of Tribe and Co, High st, Newport, Gibbs, Newport
Moulding, Rowland, Grimsbury, Northampton, Builder. May 16 at 10 at offices of Kilby and Son, High st, Banbury
Nicholls, Cornelius, Manchester, out of business. May 19 at 11 at offices of Ritson, John Dalton st, Manchester
Nixon, Thomas, Tunstall, Stafford, Boot Maker. May 14 at 3 at offices of Sale, High st, Tunstall
Owen, Edward, Radnor, Llanfihangle Rhydithon, Mason. May 16 at 11 at offices of Peters, Knighton
Passey, John, Chase Town, near Walsall, Stafford, General Dealer. May 19 at 2 at offices of Barnes and Russell, Lichfield
Penfold, Thomas, John, Creed place, East Greenwich, out of business. May 9 at 2 at 12, Hatton garden. Marshall
Pether, Edward, Chiswell st, Glass Letter Maker. May 19 at 3 at offices of Ditton, Ironmonger lane
Phillips, Joseph John, Auckland hill, Lower Norwood, Builder. May 10 at 10 at the Masons' hall Tavern, Masons' avenue, Coleman st. Rigby, London wall
Phipps, James, Cheltenham, Gloucester, Draper. May 12 at 12 at offices of Potter, Northfield House, North place Cheltenham
Plant, George, Bucknall, Stafford, Colliery Proprietor, May 9 at 11 at the County Court Offices, Hanley. Bagshaw and Son, Uttoxeter
Pollard, Peter, Altrincham, Chester, Tailor. May 23 at 3 at offices of Hinde and Co, Mount st, Albert square, Manchester
Porter, Josiah, George st, Portman square, Carpenter. May 15 at 3 at offices of Pain, Marylebone rd
Powell, Thomas, Baschurch, Salop, Miller. May 14 at 11 at offices of Morris, Swan hill, Shrewsbury
Prime, Edward, Plaistow, Essex, Publican. May 15 at 4 at 33, Gutter lane, Cheapside. Rawlins, Bucklersbury
Robinson, Thomas, York, Grocer. May 15 at 3 at offices of Thompson, Judge's court, York
Ruckley, Henry Robinson, Walton, Suffolk, Physician. May 14 at 11 at offices of Watts, Butter Market, Ipswich
Rutherford, Charles, Sunderland, Durham, Carrier. May 15 at 12 at offices of Ritson, West Sunniside, Sunderland
Sadler, David, Clayton, near Manchester, Beerseller. May 19 at 3 at office of Leigh, Brown st, Manchester
Seehof, Charles Little Britain, General Merchant. May 24 at 1 at office of Steadman, Coleman st
Simpson, John, and Jonathan Simpson, Stockton-on-Tees, Boot Dealer. May 12 at 4 at offices of Draper, Finkle st, Stockton-on-Tees
Smith, William, Nottingham, Manufacturer. May 14 at 12 at offices of Gibson, Weekday cross, Nottingham
Stafford, Charles, Commercial Traveller, now a Prisoner, in H.M's Gaol at Bristol. May 19 at 11 at offices of Ward, Broad st, Bristol
Stephens, William Pimlott, Brixton rd, Wine Merchant. May 15 at 3 at offices of Smith, Bedford row
Swift, William Stephenson, Kingston-upon-Hull, Engineer. May 14 at 11 at offices of Jordeson, County buildings, Kingston-upon-Hull
Sworn, James Charles, Pendleton, Lancashire, Boot Dealer. May 13 at 3 at offices of Homer and Son, Ridgefield, Manchester. Ambler, Manchester
Symonds, George, and Nicholas Abbott, Milton st, Fancy Box Manufacturers. May 16 at 3 at 33, Gutter lane. Wymond, King st, Cheapside
Taylor, William, Batley, York, Flock Dealer. May 12 at 10.30 at offices of Scholes and Son, Leeds rd, Dewsbury
Themans, Asher, New North rd, Cigar Dealer. May 29 at 3 at office of Roberts, Moorgate st
Thomas, Lewis, Llandilofawr, Carmarthen, Draper. May 14 at 2 at offices of Jones, Llandovery
Tomlinson, Charles, Gresham st, Commission Agent. May 10 at 12 at 33, Gutter lane. Dobie, Gresham st
Tomlinson, Samuel, Nottingham, Boot Maker. May 16 at 3 at office of Belk, High pavement, Nottingham
Toyne, William Martin, Sheffield, Butcher. May 15 at 4 at offices of Johnson and Co, Bank st, Sheffield
Viner, Joseph John, Brighton, Sussex, Plumber. May 15 at 12 at office of Brandreth, Middle st, Brighton
Weatherley, John, Whitewell, St Paul's Walden, Hereford, Saddler. May 13 at 1 at offices of Bailey, Union st, Luton
Williams, John Morgan, Tregaron, Cardigan, Draper. May 22 at 2 at offices of Lloyd, Lampeter
Williams, Samuel Francis, Kidderminster, Worcester, Baker. May 13 at 3 at offices of Corbet, Baxter chambers, Church st, Kidderminster
Withers, Christopher, Great Crosby, Lancashire, Timber Merchant. May 20 at 3 at offices of Reynolds and Lyon, Fenwick st, Liverpool